

City Of Milwaukee
Department Of City Development
BID DESK, Second Floor
809 N. Broadway, Milwaukee, Wisconsin 53202

INVITATION TO BID

Executive Director of the Redevelopment
Authority of the City of Milwaukee
Phone: 414-286-5800

OFFICIAL NOTICE NO. 57514

Sealed bids for the work, material, labor, and services hereinafter described will be received at the Department of City Development BID DESK, located on the second floor at 809 N. Broadway, Milwaukee, Wisconsin 53202, no later than Wednesday, April 23, 2014, at 11:00 A.M.

There will be one MANDATORY pre-bid meeting/walkthrough in the Menomonee Valley Industrial Center and Community Park, 212 S. 36th Street, Milwaukee, WI (the corner of 36th Street and Wheelhouse Rd. See map for location). It will be held at on Monday, April 14, 2014, beginning promptly at 9:00 a.m. and go to 10:30 a.m. Bidders are to sign in upon arrival.

IMPORTANT

This bid is your offer to perform or supply the subject matter under "DESCRIPTION" below according to the terms and conditions set forth in this Invitation to Bid, Specific Official Notice No.57514, Specifications of this particular project, and the proposed contract.

Your bid must meet the Specifications for this particular project.

You must agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101, et seq.

The bid must be signed as set forth in the Specifications and must comply with all the requirements therein set forth, or it will not be considered.

Bid security hereinafter specified must be submitted with your bid. If a bid bond is used, it must be sealed by the bonding company and be accompanied by an affidavit of no interest and a copy of a power of attorney. Bonding agents must be licensed to do business in the State of Wisconsin.

Bids received after the date and the time above specified will not be opened and read and will be deemed rejected.

NOTE: Also read the Official Notice, Notice to Bidders, Special Conditions where applicable, Invitation to Bid and Bid, Detail Specifications, schedule of fixed prices, and Addenda, if any.

DESCRIPTION
**Landscape Maintenance Services in the
Menomonee Valley Industrial Center
and Community Park
Milwaukee, WI**

DETAILS OF SPECIFICATIONS: dated April 3, 2014

CITY OF MILWAUKEE
SPECIFIC OFFICIAL NOTICE NO. 57514

FOR: **Landscape Maintenance Services in the
Menomonee Valley Industrial Center
and Community Park
Milwaukee, WI**

The SBE Goal for this project is: 25%
The RPP Goal for this project is: 40%

Time of contract: Contract to be executed and begin on May 15, 2014, and be for a term of one year, with the option to extend for two additional one-year periods, upon mutual consent of both parties. Landscape Maintenance Services will be on an as needed as requested basis, pursuant to the specifications

BID SECURITY REQUIRED: BID SECURITY IN AN AMOUNT OF FIVE HUNDRED DOLLARS (\$500.00) IS REQUIRED AND MUST ACCOMPANY BID.

THE SUCCESSFUL CONTRACTOR SHALL FURNISH A PERFORMANCE BOND IN THE AMOUNT OF 100% OF THE BID WITH THE EXECUTED CONTRACT.

DETAILED SPECIFICATIONS: April 3, 2014

NOTE: BIDS WILL BE OPENED AND PUBLICLY READ AT THE **OFFICES OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE ON WEDNESDAY APRIL 23, 2014, AT 11:00 A.M.**

Copies of the Bid Package may be obtained at the Department Of City Development BID DESK, **Second Floor, 809 N. Broadway**, Milwaukee, Wisconsin 53202 or free of charge or via the Internet at:

<http://city.milwaukee.gov/Projects/RequestsforProposals.htm>

THE CONTRACTOR SHALL SPECIFICALLY NOTE THE SMALL BUSINESS ENTERPRISE PROGRAM AND RESIDENCY PREFERENCE PROVISIONS THIS PROJECT.

Contractor must comply with all provisions of the REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE OFFICIAL NOTICE TO CONTRACTORS, published at the website listed above.

Please e-mail Scott Stange with any questions regarding this bid: sstang@milwaukee.gov. The deadline for questions will be **Tuesday, April 15, 2014**. Any additional information and/or clarification(s) regarding this bid will be issued in the form of an addendum to this Bid by **Wednesday, April 16, 2014**, and will be posted at the following website:

<http://city.milwaukee.gov/Projects/RequestsforProposals.htm>

Bidders will be responsible for keeping abreast of the addenda as they are posted. All such addenda shall become a part of the Invitation for Bid and all Bidders shall be bound by such.

All Bidders shall acknowledge receipt and acceptance of all addendums, if any, for this Invitation for Bid by indicating such on the Acknowledgements Page, submitting the Acknowledgements Page, signing the addendum and submitting the signed addendum with your bid. **BIDS SUBMITTED WITHOUT ALL SIGNED ADDENDUMS AND INDICATING SUCH ON THE SUBMITTED ACKNOWLEDGEMENTS PAGE WILL BE CONSIDERED NON-RESPONSIVE**

**FOR: Landscape Maintenance Services in the
Menomonee Valley Industrial Center
and Community Park
Milwaukee, WI**

ALL BIDS MUST BE TYPED OR PRINTED

For furnishing all necessary supervision, labor, equipment and materials necessary and/or required to complete Landscape Maintenance Services in the Menomonee Valley Industrial Center and Community Park in accordance with the bid documents and specifications

BASE BID TOTAL SUM:

Calculated BASE BID TOTAL based on the following formula:

Base Bid= (unit price #1 (inspections) x 2) + (unit price #2 (mowing and trimming) x 14) + (unit price #3 (forebay clean outs) x 1) + (unit price #4 (pruning) x 1) + (unit price #5 (herbicide) x 2) + (unit price #6 (fertilizer) x 1) + (unit price #7 (re-seed) x 1) + (unit price #8 (miscellaneous) x 50)

(Bid in figures) \$ _____

(Bid in words) \$ _____

UNIT PRICES:

Each bidder shall provide on the bid proposal the following unit prices. Unit prices are to be used in arriving at the base bid. The unit prices will be used for the work required under the contract. Unit prices will govern the amount paid to the contractor. The unit prices will be used for additions to or deductions from work required under the contract.

Unit Price No. 1: State the cost for furnishing all necessary labor and equipment to inspect the storm water management areas, vegetation, turf, and trails on the property.

(Bid in figures) \$ _____ per inspection

(Bid in words) \$ _____ per inspection

Unit Price No. 2: State the cost for furnishing all necessary labor, equipment and materials necessary to mow and trim the identified areas.

(Bid in figures) \$ _____ per cycle

(Bid in words) \$ _____ per cycle

Unit Price No. 3: State the cost for furnishing all necessary labor, equipment and materials necessary to clean out any sediment from the two forebays in the stormwater management areas.

(Bid in figures) \$ _____ per cleanout

(Bid in words) \$ _____ per cleanout

Unit Price No. 4: State the cost for furnishing all necessary labor, equipment and materials necessary to prune the trees in the identified areas.

(Bid in figures) \$ _____ per occasion

(Bid in words) \$ _____ per occasion

Unit Price No. 5: State the cost for furnishing all necessary labor, equipment and materials necessary to apply herbicide to identified areas.

(Bid in figures) \$ _____ per application

(Bid in words) \$ _____ per application

Unit Price 6: State the cost for furnishing all necessary labor, equipment and materials necessary to fertilize identified areas

(Bid in figures) \$ _____ per application

(Bid in words) \$ _____ per application

Unit Price No. 7: State the cost for furnishing all necessary labor, equipment and materials necessary to re-seed the Canal Street median.

(Bid in figures) \$ _____ lump sum

(Bid in words) \$ _____ lump sum

Unit Price No. 8: State the hourly rate for furnishing all labor for miscellaneous landscaping maintenance needs.

(Bid in figures) \$ _____ per hour

(Bid in words) \$ _____ per hour

***** IMPORTANT NOTICE *****

ALL BID PRICES MUST BE ENTERED IN WORDS AND IN NUMERALS. IN CASE OF VARIATION BETWEEN THE TWO, THE WORDS WILL PREVAIL.

IN ADDITION, IF THERE IS A DISCREPANCY BETWEEN THE TOTAL INDICATED IN THE PROPOSAL AND THE AMOUNT OBTAINED BY ADDING THE PRODUCTS OF THE QUANTITIES TIMES THE UNIT PRICES, THE LATTER SHALL GOVERN. ANY ERRORS FOUND IN THE TOTAL INDICATED SHALL BE CORRECTED AND THE CONTRACT AWARD SHALL BE MADE TO THE LOWEST RESPONSIBLE BIDDER BASED ON THE CORRECTED TOTAL.

IF DOUBT EXISTS AS TO WHAT IS BID, THE BID WILL BE REJECTED.

ACKNOWLEDGEMENTS PAGE

Official Notice No. 57514

SMALL BUSINESS ENTERPRISE PROGRAM, RESIDENT PREFERENCE PROGRAM PROVISIONS

In submitting this bid, the bidder acknowledges that City of Milwaukee has established policies regarding the utilization of Small Business Enterprises (SBE) and utilization of City of Milwaukee Residents. Further, with the submission of a bid, bidder understands and agrees that the bidder shall utilize their best efforts to comply with the City's programs as outlined in the Small Business Enterprise Program and the Resident Preference Program (for further information, please see Milwaukee City Ordinances 309-41 and 370 at the following links: <http://city.milwaukee.gov/ImageLibrary/Groups/ccClerk/Ordinances/Volume-3/CH309.pdf> and <http://city.milwaukee.gov/ImageLibrary/Groups/ccClerk/Ordinances/Volume-3/CH370.pdf>)

The bidder commits to the following (insert the committed percentages):

The bidder's goal for SBE participation on this project is _____ %

The bidder's goal for Resident Preference Program Participation on the project is _____ %

In submitting this bid, the bidder understands that the Executive Director of RACM reserves the right to reject any and all bids. If written notice of the acceptance of the bid is mailed, telegraphed, or delivered to the undersigned within forty-five (45) calendar after the opening thereof, the undersigned agrees to execute and deliver the contract in the prescribed form (contract form on file in the office of the Executive Director of RACM) and meet such insurance requirements as may be required, within ten days after the receipt of the official notice of award.

This bidder understands that if they are the successful bidder and the contract is awarded, that failure to execute and to deliver the contract or to furnish the required insurance within ten (10) days after receipt of the official notice of award or such extension thereto as the Executive Director only may deem reasonable, RACM, in addition to any other legal or equitable remedy which it may have, may annul the award and notice of award, and the bid security of this bidder will be forfeited.

Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in respect to this bid or any other bid for the contract for which this bid is submitted.

We acknowledge the receipt of Addenda _____ to _____ inclusive.

Bidder assures RACM and acknowledges that the Official Notice, Notice to Bidders, Special Conditions where applicable, Invitation to Bid and Bid, Detail Specifications, schedule of fixed prices, Addenda, if any, of this particular project have been read and has a full understanding of the provisions therein.

**SIGNATURE PAGE – IMPORTANT – THREE(3) SIGNATURES ARE REQUIRED
OR BID WILL BE CONSIDERED NONRESPONSIVE.**

Rev. 2/2012

Official Notice No. 57514

In signing and submitting this bid, the bidder assures RACM that the Official Notice, Notice to Bidders, Special Conditions where applicable, Invitation to Bid and Bid, Detail Specifications, schedule of fixed prices, Addenda, if any, of this particular project have been read and understood and that the furnishing of the subject work, material, labor and services is under bidder's control. If the bidder's performance is contingent upon the acts of another party, the bidder assures that they have the necessary commitments to complete the contract which may be awarded.

Submitted by: _____
Name of Bidder (person, firm or corporation)

Telephone No: _____

Fax No: _____

Address: _____

(City, State, Zip Code)



Signed per _____

(Manual **signature required**)

MUST BE SIGNED

Official Capacity _____

BID DATED _____

NON-COLLUSION AFFIDAVIT

State of _____)
County of _____) ss.

_____, being first duly sworn, deposes and says that:

(1) He is _____
(owner, partner, officer, representative, or agent)

of _____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Executive Director of RACM or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Check One) _____
Signature of

_____ Bidder if the bidder is an individual;

_____ Partner if the bidder is a partnership;

_____ Officer if the bidder is a corporation.

Subscribed and sworn to before me this

_____ day of _____, 20_____.

Notary Signature

My commission expires _____, 20_____.

Non-Debarment Form

The undersigned, being duly authorized to act on behalf of _____ (the "Contractor"), hereby certifies that neither the Contractor nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs).

The Contractor further certifies that all potential sub-recipients, contractors, and any and all of their principals are not debarred, suspended or proposed for debarment, and that the Contractor will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment.

The Contractor certifies that throughout the term of this Agreement, neither the Contractor nor any of its principals are, or will be, debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that the Contractor will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment. The Contractor further certifies that it will verify that no suspended or debarred entities are under contract or participating in activities under this agreement by reviewing the federal general Services Administration's Excluded Parties List System (EPLS) at <http://epls.arnet.gov>."

Signature/Authorized Official

Date

Title

NOTICE TO CONTRACTORS

PLEASE NOTE: RACM has agreed to abide by the provisions of the City of Milwaukee Code of Ordinances 310-14, effective 12/28/05, relative to the disclosure of participation in or profits derived from slavery by contractors. All contractors awarded a contract on behalf of RACM, whether or not subject to a competitive bid, shall complete an affidavit prior to entering into the contract verifying that the contractor has searched any and all records of the company and or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any enslaved persons or slaveholders described in those records must be disclosed in the affidavit.

PLEASE NOTE: RACM has agreed to abide by the provisions of the City of Milwaukee Code of Ordinances 310-13 which establishes a living wage requirement for persons employed in the performance of certain service contracts (\$5,000 and above) for the City of Milwaukee any agency with a budget under control of the Common Council. This ordinance also requires the City Clerk to annually adjust the minimum hourly wage amount based on the most recent poverty guideline for a family of three as set by the United States Department of Health and Human Services. Effective March 1, 2014, the living wage requirement is \$9.51

To reference Milwaukee Code of Ordinances 310-14 or 310-13, please see:

<http://city.milwaukee.gov/ImageLibrary/Groups/ccClerk/Ordinances/Volume-3/CH310.pdf>

**CITY OF MILWAUKEE - DEPARTMENT OF DEPARTMENT OF CITY
DEVELOPMENT**

AFFIDAVIT OF COMPLIANCE

**DISCLOSURE OF PARTICIPATION IN OR PROFITS DERIVED
FROM SLAVERY BY CONTRACTORS**

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

This affidavit of compliance will be the contractor's sworn statement that publicly discloses any slavery policies sold by any companies, or profits from slavery by industries or their predecessors who are doing business with the City of Milwaukee as defined in the Milwaukee Code of Ordinances 310-14.

Please check one:

_____ This business **was not** in existence prior to 1865.

_____ This business **was** in existence prior to 1865. I have searched any and all records for records of investments or profits from slavery and have found no such records.

_____ This business **was** in existence prior to 1865. I have searched any and all records for records of investments or profits from slavery and am disclosing the findings on the attached pages.

I hereby declare that all statements are true, accurate and complete as of the date furnished to the City of Milwaukee.

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

Subscribed to before me this _____ day of _____, 20__

NOTARY PUBLIC _____ County, _____ State _____

SIGNATURE: _____

PRINT NAME: _____

(Seal)

My commission expires: _____

Ref: slaverydisclosureaffidavit

RACM -PROCUREMENT SERVICES SECTION

AFFIDAVIT OF COMPLIANCE - LIVING WAGE PROVISION

BID/RFP NUMBER: _____ DATE: _____

The undersigned hereby agrees to pay all workers employed by the Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than **\$9.51** per hour. The undersigned agrees to make a sworn report within 10 days following the completion of the contract, or every 3 months, whichever occurs first, and to procure and submit a like sworn report from every subcontractor employed by the contractor, to the RACM - Procurement Services Division. Such report shall include, but not be limited to, for the specified time period, the person's name, address, type of work performed, total hours worked on the service contract, hourly wage rate, gross earnings, and employer's contribution to vacation, welfare and trust funds. Said reports or affidavits shall be accompanied by a statement that each and every employee has been paid in full the amount of not less than **\$9.51** 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.

ALL OF OUR EMPLOYEES RECEIVE AN HOURLY WAGE THAT IS GREATER THAN **\$9.51/HOUR**. **NOTE: REPORTS AS STATED ABOVE ARE STILL REQUIRED.**

I/We hereby state that I/we will comply with Section 310-13 of the City of Milwaukee Code of Ordinances as stated above:

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

COMPANY NAME: _____

Personally came before me on this _____ day of _____ 20____ ,
(he/she) _____ who acknowledges that he/she executed the foregoing document for the purpose therein contained for and on behalf of said company. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

NOTARY PUBLIC SIGNATURE

PRINT NAME

My commission expires: _____

INVITATION, INSTRUCTIONS, TERMS AND CONDITIONS

FOR FORMAL BID & CONTRACT

Please note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information, or to request this service, contact Scott Stange, 809 N. Broadway, 3rd floor, Milwaukee, Wisconsin 53202 Phone: (414) 286-5727, E-Mail: sstang@milwaukee.gov

IMPORTANT!!!!!!

YOUR BID MUST MEET THE PLANS AND/OR SPECIFICATIONS SET FORTH. BIDS MUST BE SUBMITTED ON THE FORMS PROVIDED. YOUR BID MUST BE SIGNED BY A PERSON (OR PERSONS) AUTHORIZED TO LEGALLY BIND YOUR FIRM TO THE CONTRACT YOUR BID MAY BECOME, OR IT WILL NOT BE, CONSIDERED. THE CONTRACTOR'S SIGNATURE PAGE MUST BE FULLY COMPLETED FOR YOUR BID TO BE CONSIDERED. BID BOND, IF REQUIRED, MUST BE SUBMITTED WITH YOUR BID.

Any special conditions in the Invitation to Bid shall take precedence over any conflicting provisions stated elsewhere in these terms and conditions.

BID FINDING APPEALS: For formal bids conducted for contracts, other than those for personal or professional services, valued over \$25,000.00, all bidders will be notified, in writing, of RACM's findings with regard to determining the low bidder or bidders in response to this invitation. **EFFECTIVE December 16, 2010, THE FEE REQUIRED TO APPEAL RECOMMENDATIONS OF AWARDS, SHALL BE 1% OF THE DOLLAR VALUE OF THE RECOMMENDED AWARD. IF YOUR APPEAL IS UPHELD, YOUR APPEAL FEE WILL BE REFUNDED. THE APPEAL FEE IS A PREREQUISITE FOR PURSUING THE APPEAL AND MUST ACCOMPANY YOUR APPEAL. IF YOU WISH TO APPEAL RACM'S FINDINGS, FOLLOW THE INSTRUCTIONS PROVIDED WITH THE NOTICE OF FINDINGS LETTER.**

PERFORMANCE BONDS: If required, a performance bond in the amount specified in the Bid, is to be provided by the successful bidder to the Redevelopment Authority of the City of Milwaukee (RACM), Procurement Services Section, within ten (10) calendar days after receipt of the contract. Failure to do so can make the contract voidable at the RACM's discretion.

SAFETY REQUIREMENTS: All material, equipment, and supplies provided to the Redevelopment Authority must fully comply with all safety requirements as set forth by the Wisconsin Administration Code and all applicable OSHA Standards.

TAXES TO BE EXCLUDED FROM PRICE: All bids must be submitted without the inclusion of Federal excise and Wisconsin sales taxes as the Redevelopment Authority is exempt therefrom. Bidders, therefore, shall not add sales tax to their proposals when bidding to the Redevelopment Authority, but shall include in their bids only the sales tax they will be required to pay directly as a consumer when obtaining materials, etc., to fulfill the contract requirements should they be the successful bidder.

SIGNATURE REQUIREMENT: BIDS MUST BE SIGNED: This bid must be manually signed by the bidder or contain his/her name in such a manner that the bid can be identified as being his/her bid. All attachments, additional pages, addenda, or explanations supplied by the bidder with this bid will be considered as part of the bid. However, they may be rejected as counteroffers when in conflict with the terms and conditions stated herein

SUBSTITUTIONS AND EQUIVALENTS: Substitutions or equivalents of specified items may be permitted at the sole discretion of the Executive Director of RACM. If bidding other than the specified product, make and model number, descriptive literature must be submitted with the bid. Failure to do so may be cause for rejection. Factors considered when evaluating the acceptance of a substitution or equivalent include, but are not limited to considerations such as size, color, compatibility, performance capability, and/or warranty.

RIGHT TO REJECT: The Executive Director of RACM reserves the right to reject any and/or all bids.

RIGHT TO ACCEPT ALL OR PART OF BID: Executive Director of RACM reserves the right to accept all or part of any bid.

WITHDRAWAL OF BIDS: Bids may be withdrawn only in total, and only by a written request addressed to the Executive Director of RACM prior to the award of the contract. The Executive Director of RACM has sole discretion to grant this request for a bid withdrawal and only in the case of an error that will result in a significant financial hardship. Partial bid withdrawal is not acceptable.

AMENDMENT OF BIDS:

By RACM: Bids may be amended by the Executive Director of RACM in response to need for further clarification, specification changes, new opening dates, etc.

By Bidder: Bids may only be amended once received by the RACM, Procurement Services Section by submitting a later dated bid that specifically states that it is amending an earlier bid. No bid may be amended after bid closing. Any amended bid that conflicts with the terms and conditions stated herein will be considered a counteroffer and may be rejected.

COUNTEROFFERS: Counteroffers, changes to any terms, conditions, specifications or plans stated herein made without the approval from the RACM, Procurement Services Section may result in bid rejection.

OFFER AND ACCEPTANCE: The proper submission of this form by the bidder, will be considered as the bidder's offer to enter into a contract in accordance with the provisions herein set forth. All bids shall remain open for forty-five (45) calendar days from the date of bid closing, unless otherwise specified of the bid. If your bid is accepted and a contract is issued, then this bid will constitute the entire contract between RACM and your firm and it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this bid shall be deemed to exist or bind any of the parties hereto. Acceptance will take place only upon award by the Executive Director of RACM, execution of this document by the proper RACM officials, and delivery of the fully executed contract to the successful bidder.

APPLICABLE LAW: Except as provided herein, Wisconsin will be the forum for all disputes.

ASSIGNMENT OR SUBCONTRACT: This contract may not be assigned by the successful bidder without the written consent of the Executive Director of RACM. All subcontractors must also be approved by the Executive Director of RACM.

NONDISCRIMINATION: The successful bidder will not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, 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 categories as provided by Section 109-45 of the Milwaukee Code of Ordinances. This provision must be included in all subcontracts. Contractor agrees that they will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq.

AMENDMENTS TO CONTRACT: The contract can only be modified by a written amendment issued by RACM, Procurement Services Section and signed by both parties. Amendments other than described above, will not be recognized by RACM.

INDEMNIFICATION: The successful bidder will indemnify and hold harmless RACM against all damages, losses, liabilities, judgments, costs and expenses arising out of the successful bidder's performance or failure to perform under the contract.

DEFENSE OF SUITS: Contractor will save and indemnify and keep harmless, RACM against all liabilities, judgment costs and expenses which may be claimed against the City in consequence of the granting of this contract.

WAIVER: One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent, similar act by such party.

CANCELLATION: RACM reserves the right to cancel any order or contract for failure of the successful bidder to comply with terms, conditions, & specifications of the Invitation to Bid.

PAYMENT FOR CONTRACT PERFORMANCE: Upon the complete performance of this contract by the contractor and after the acceptance of said performance by the Executive Director of RACM, RACM shall pay to the contractor any balance then remaining due and payable under the terms of this contract for said work, material, services, items, supplies or equipment.

CONTRACT DEFAULT: If the Contractor shall fail to fully and completely perform the contract within the time designated for the performance thereof, the contractor shall pay RACM, liquidated damages for such default, any amount of any deposit or bond required by the bid. Failure to require such amounts, deposits, or bonds shall not limit the remedies otherwise available to RACM.

INTEREST IN CONTRACT: No officer, employee or agent of RACM who exercises any functions or responsibilities in connection with the review, approval or administration of this contract shall have any personal interest, direct or indirect, in this contract.

EMPLOYMENT DISCRIMINATION PROHIBITED: Contractor shall not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation or familial status. Contractor must include a similar policy for all of its subcontractors.

BID: The bidder, by the properly executed signatures as required in this the bid, hereby proposes to furnish the supplies, equipment, work, material, labor, or services described on the bid, in accordance with the Invitation, Instructions, Terms and Conditions for Formal Bid and Contract form and specifications, plans, special conditions, terms and conditions stated herein, and if the bid is accepted, the bidder agrees that all provisions set forth herein will become binding as a contract upon the fulfillment of all conditions precedent set forth herein.

FEDERAL EXECUTIVE ORDERS 12549 AND 12689 DEBARMENT AND SUSPENSION: RACM reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

OTHER PROVISIONS: Both parties understand that RACM is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. Section 19.21, et seq. Contractor acknowledges that it is obligated to assist RACM in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold RACM harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.

SUBCONTRACTOR PAYMENT: If this bid has subcontractor requirements, prime contractor must pay subcontractor(s) within seven working days of the contractor's receipt of payment from RACM, or seven days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the contractor/vendor fails to make timely payment to a subcontractor, the contractor/vendor shall pay simple interest at the rate of one percent (1%) per month, beginning with the 8th calendar day.

Specifications

**Redevelopment Authority of the
City of Milwaukee
Official Notice #57514**

**Landscape Maintenance Services in
the Menomonee Valley
Industrial Center and
Community Park
Milwaukee, WI**

I. INSTRUCTIONS TO BIDDERS

A. **BID FORM:** Submit unit prices for the work listed in Section III. **SCOPE OF WORK**, complete in every respect and in accordance with the bid documents and specifications herein. Calculate the Base Bid Total Sum price, pursuant to the bid formula included under ‘Bid Evaluation’ in this section.

Bids will not be accepted in any form except on the bid form included with this project manual. The contractor must recognize and abide by the right of the Owner (Redevelopment Authority of the City of Milwaukee (RACM)) to accept or reject any or all bids in the best interests of the RACM.

B. **UNIT PRICES:** Each bidder shall provide on the bid proposal the following Unit prices. Unit prices are to be used in arriving at the Base Bid Total Sum. The unit prices will be used for work required for the project under the contract.

Unit prices shall include the cost for all labor, materials, and equipment necessary to complete the scope of work, including: overhead; Labor Insurance (which shall include Federal and State Unemployment Workers Compensation, and FICA Social Security Insurance and contributions paid by Employer Contractor for each employee); Sales tax, Bonds, Property Insurance, Comprehensive General Liability Insurance, Industry Programs, and profit on “Wage Rate” and/or “cost” and other expenses.

Unit Price No. 1: State the cost for furnishing all necessary labor and equipment, per visit, to inspect the storm water management areas, vegetation, turf, and trails on the property.

Unit Price No. 2: State the cost for furnishing all necessary labor, equipment and materials, per cycle, necessary to mow and trim the identified areas.

Unit Price No. 3: State the cost for furnishing all necessary labor, equipment and materials, per cleanout, necessary to clean out any sediment from the two forebays in the stormwater management areas.

Unit Price No. 4: State the cost for furnishing all necessary labor, equipment and materials (lump sum) necessary to prune the trees in the identified areas.

Unit Price No. 5: State the cost for furnishing all necessary labor, equipment and materials (per application) necessary to apply herbicide to identified areas.

Unit Price No. 6: State the cost for furnishing all necessary labor, equipment and materials (per application) necessary to fertilize identified areas

Unit Price No. 7: State the cost for furnishing all necessary labor, equipment and materials (lump sum) necessary to re-seed the Canal Street median.

Unit Price No. 8: State the hourly rate for furnishing all labor for miscellaneous landscaping maintenance needs.

C. BID EVALUATION: Bids will be evaluated by using the unit prices to calculate the total base bid total sum. Base Bid Total Sum defined by the following formula:

Base Bid= (unit price #1 (inspections) x 2) + (unit price #2 (mowing and trimming) x 14) + (unit price #3 (forebay clean outs) x 1) + (unit price #4 (pruning) x 1) + (unit price #5 (herbicide) x 2) + (unit price #6 (fertilizer) x 1) + (unit price #7 (re-seed) x 1) + (unit price #8 (miscellaneous) x 50)

Contract award will be based on calculated Base Bid Total Sum.

RACM reserves the right to reject any and all bids and all or part of a bid; to waive informalities, technical defects, and minor irregularities in bids received; and to select the bid(s) deemed most advantageous to the RACM

The unit prices provided with this bid **will be used as the basis for payment of the work completed.** (The following are figures are for example purposes only and are not an indication or guaranty of work.)

Formula **EXAMPLE:**

This column represents the amounts you would enter into your bid documents



Unit Price No. 1	\$100	times	2 =	\$200.00
Unit Price No. 2	\$1,200	times	14 =	\$16,800.00
Unit Price No. 3	\$200	times	1 =	\$200.00
Unit Price No. 4	\$500	times	1 =	\$500.00
Unit Price No. 5	\$500	times	2 =	\$1,000.00
Unit Price No. 6	\$500	times	1 =	\$500.00
Unit Price No. 7	\$400	times	1 =	\$400.00
Unit Price No. 8	\$30	times	50	<u>\$1,500.00</u>
				\$21,100.00

This calculated amount would be your **BASE BID TOTAL SUM** → \$21,100.00

D. BID SUBMITTAL CHECKLIST (**Important:**) CONTRACTORS are required to sign and complete all the following documents and to submit them with their bid to be considered for award.

- Invitation to Bid Form with Bidder's unit prices and Base Bid Total Sum
- Acknowledgement Page
- Signature Page (with required signature)
- Signed Addendum, if any
- Affidavit of Non Collusion
- Bid Security

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

E. EXCLUSIVITY OF WORK: There is no guarantee of work or amount of work and no

exclusivity for work. The intent of this contract is for Landscape Maintenance Services on an as needed basis. This work does not cover existing warranty work. Work will be on an as required basis and scheduling and volume of work annual will vary.

RACM reserves the right based on availability and need to acquire services outside this contract to best meet the needs of RACM.

F. **CONTRACT AWARD:** The Executive Director of RACM will award the contract on the basis of the Bid Evaluation. The contract shall be awarded to the lowest responsible bidder whose bid complies with the bid specifications. The Executive Director reserves the right to reject all bids if it appears that the lowest bid for the work to be let is unreasonably high. The Executive Director further reserves the right to reject the bid of any bidder who is, in the judgment of said Executive Director, 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 RACM 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 Executive Director. The Executive Director further reserves the right to disregard and reject any and all bids.

G. SITE VISIT: All contractors shall visit the project specific site, consult project manual, be familiar with the work of other contractors and determine for themselves all conditions affecting the work.

H. **BASE BID EXCLUSIONS:** N.A. All work is to be performed under this contract.

I. **CONTRACT EXTENSION:** This contract may be extended for two (1) additional years. Extension of the contract is subject to the conditions listed below:

1. Satisfactory completion of work performed.
2. Satisfactory response time, meeting requirements of contract

Extensions of this contract may occur annually. Negotiations shall begin 60 days prior to contract anniversary date. Failure to successfully negotiate an extension will void contract and any remaining extension.

J. **START AND COMPLETION:** Contractor shall not proceed with work until directed to do so by RACM or its agent. The contractor shall receive authorization to proceed via a fax, e-mail or telephone. The Contractor shall have in its employ a sufficient force of qualified and competent personnel to commence work on a timely basis.

K. **ADDITIONAL PLANS/PROJECT MANUALS:** The successful contractor will be responsible for furnishing all additional copies of plans, project manuals, addenda, etc., as may be needed by the contractor and subcontractors. Contractor shall have complete sets of plans and project manuals on the job site at all times. RACM will cooperate by making originals available to the contractor/s printer of choice.

L. **EXAMINE DOCUMENTS:**

1. Before submitting a bid proposal, bidders should carefully examine the contract manual; fully inform themselves as to all existing conditions and limitations, including those of labor; and shall

include in the bid proposal a sum sufficient to cover the cost of all items contemplated by the contract documents.

2. Each sub-bidder further represents that he is familiar with the scope of the proposed work to ascertain any obstacles that might be encountered and other matters and conditions relevant to this work.

3. Additional charges will not be as considered for work which, prior to bidding, could reasonably be inferred as appropriate by examination of the contract documents, and closely reviewing the work as indicated above.

II. GENERAL REQUIREMENTS

A. BID GUARANTEE:

No bid will be received unless a certified check or bank draft payable to the Redevelopment Authority of the City of Milwaukee or a satisfactory bid bond an amount of Five Hundred Dollars (\$500.00), shall accompany each bid as a guarantee that if the bid is accepted, the bidder will execute and file the Agreement within ten days after Notice of Award. If a bid bond is used, it must be sealed by the bonding company and be accompanied by an affidavit of no interest and a copy of a power of attorney. Bonding Agents must be licensed in the State of Wisconsin. In case the bidder fails to file such contract within the time set forth, the bid security shall be forfeited to the RACM as liquidated damages.

B. INSURANCE

1. Before commencing work the Contractor/Vendor shall furnish RACM, for review and approval, evidence of the following insurance coverage:

Coverage	Amounts
Workers' Compensation	Statutory Limit
Comprehensive General Liability	BI (Bodily Injury) \$500,000 per occurrence \$1,000,000 aggregate PD (Property Damage) \$500,000 per occurrence
Automobile Liability	BI \$500,000 per person \$1,000,000 per occurrence PD \$500,000 per occurrence
Umbrella Liability	\$1,000,000.00

2. The Contractor/vendor shall provide RACM with Certificates of Insurance evidencing the above referenced coverage. The insurance carrier must be licensed to do business in the State of Wisconsin. RACM shall be named as an additional insured with respect to liability coverage. RACM, as an additional insured, shall be provided with at least 30 days written notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies

required by this contract/ for any reason, including non-payment of premium. **This should be accomplished through the addition of an endorsement to the policies providing Earlier Notice of Cancellation or Non-Renewal.** Failure to provide the insurance required shall permit RACM terminate a Contract. Such endorsement must contain the following stipulation:

[Insurance Company] will mail notice of cancellation (including for non-payment of premium), non-renewal or material limitation of coverage to the organization shown in the schedule above. [Insurance Company] will mail the notice at least 30 days before the effective date of our action.

3. The contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to RACM.

4. The certificate holder shall be noted as:

Redevelopment Authority of the City of Milwaukee
809 N. Broadway, Attn: Purchasing/Contract Services
Milwaukee, WI 53202

C. WORK BY OTHERS:

1. Project roles are defined as follows:

a. OWNER – The Redevelopment Authority of the City of Milwaukee.

b. OWNER’s REPRESENTATIVE– Representative from either RACM or the City of Milwaukee Department of City Development.

c. CONTRACTOR – The successful bidder of this contract.

d. CONTRACTOR’s REPRESENTATIVE – The CONTRACTOR’s Project Manager.

e. SUBCONTRACTOR(s) – Any lower-tiered CONTRACTOR to the CONTRACTOR.

2. The CONTRACTOR shall not obstruct or cause delay in progress of work by others on the Property. CONTRACTOR shall coordinate with others performing work at the property regarding access, material staging areas, and work schedules. .

3. The CONTRACTOR shall coordinate all Work, or specifically identified portions of the Work, with the OWNER’s REPRESENTATIVE to allow for entry to inside of the building, obtain direction for locating equipment and materials, and obtain prior approval from OWNER’s REPRESENTATIVE for changes to the initial schedule

4. CONTRACTOR’S REPRESENTATIVE shall be experienced and shall be directly in charge of the installation, all staff, and staff contractors associated with this work.

D. SUPERVISION OF WORK:

1. Contractors shall furnish the services of an experienced foreman or superintendent.

2. He shall be constantly in charge of the installation of the work together with all subcontractors, helpers, and labor required to unload, transfer, erect, connect up, adjust, start, operate and test each system.

3. He shall be thoroughly acquainted with and be responsible for the various subcontractors' work so that it is properly coordinated and supervised to the satisfaction of the Executive Director of RACM or his representative.

E. LIVING WAGE APPLIES LIVING WAGE APPLIES - In recognition of Chapter 310-13 of the Milwaukee Code of Ordinances, the living wage rate is required for this Contract. By executing the work on this Contract, the Contractor certifies that it knows of the provisions of this section, intends to comply with them and agrees to pay all workers employed by the Contractor in the performance of this contract, whether on a full time or part time basis, a base wage of not less than \$9.51 per hour. Contractor is required to sign and have notarized the attached Affidavit of Compliance - Living Wage Provision and submit the Living Wage Compliance Report within 10 days following completion of the work or every 3 months, whichever comes first. **On March 1, 2014, 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 U.S. Department of Health and Human Services most recent poverty guideline for a family of three. No contractor may use the minimum wage requirement of this subsection to reduce the wage paid to any person employed by the contractor.

F. WORK NOT INCLUDED: RACM reserves the right to contract for related services outside this contract. Nothing in these specifications shall be deemed to preclude this right the contractor shall not be entitled to compensation or -damages for such services rendered by others.

G. ELECTRICAL POWER: Contractor shall be responsible for providing their own power source.

H. CONTRACT CANCELLATION:

1. This contract shall be subject to an annual review and evaluation.

2. Should the contractor fail to comply with the requirements set forth in the project manual, RACM may terminate the contract with written notice 60 days prior to each anniversary date. RACM shall be the sole judge of compliance. Additionally, RACM reserves the right to cancel the contract at any time for convenience with or without cause.

3. Should the contractor fail, or be unable for any reason to make any needed adjustment or repairs required by the specifications, RACM reserves the right to have such adjustments or repairs performed by an outside firm. This contract in no way obligates RACM to compensate this contractor for the cost of such adjustments or repairs, and the contractor shall not be entitled damages for such services rendered by others

I. HAZARDOUS MATERIAL – If awarded this contract, if Contractor should come into contact with any hazardous materials that are questionable while performing this work, Contractor shall notify RACM representative immediately.

J. LIQUIDATED DAMAGES:

1. Work Not Performed: In the event the Contractor fails to execute the work with such diligence as to insure its completion in accordance with the Work Requirements, RACM 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 and the contract will be terminated for cause.

2. Non-Timely Performance: - In the event the Contractor fails to execute work with such diligence as to insure its completion in accordance with the Work Requirements, RACM 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.

K. IDENTIFICATION: Contractor shall require its employees or agents, performing services to said properties, to wear an identification card affixed to the individual's outer clothing in a conspicuous place, clearly visible to residents, containing a recent photograph of the individual and the individual's name or possesses a valid Wisconsin photographic driver's license issued to such individual and/or Wisconsin Identification Card for such individual to produce such identification on request of RACM representative.

III. SCOPE OF SERVICES:

A. GENERAL - 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 by the RACM to Landscape Maintenance Services in the Menomonee Valley Industrial Center and Community Park. The initial term of the contract awarded shall be for one year, with the grass cutting will coincide with the growing season (April through October). The contract may be extended for 2 additional one year periods upon mutual consent of both parties.

B. LOCATION OF WORK: All work to be performed at the Menomonee Valley Industrial Center and Community Park, as shown on the attached map. Any subsequent additions and deletions thereto, may be made at the discretion of RACM.

C. WORK TO BE DONE:

1. Inspect the storm water management areas, vegetation, turf, and trails on the property, as located on Areas B and C on the map.

2. Furnish all necessary labor, equipment and materials, necessary to mow and trim the identified areas (Areas A and B). The total square feet of grass to be mowed is Approximately 662,000 square feet.

a. Grass Mowing cycle. The grass mowing season shall run from April through October, pursuant to weather conditions that necessitate the need to mow the grass. The time period for each "grass mowing cycle" will vary throughout the grass mowing season. In general, a "grass mowing cycle" will begin every 3 weeks (twenty-one (21) calendar days) in April, September and October and every 2 weeks (fourteen (14) calendar days) during May, June, July and August.

b. The CONTRACTOR shall mow all grass and weeds including trimming around trees, fences, posts, poles, utility structures, fire hydrants, etc. in Areas A and B on the map. 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 “grass mowing cycle” or areas to be mowed shall be at the sole discretion of RACM. All areas shall be cleaned of visible loose litter/garbage (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 RACM. Hidden litter/garbage 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 area by the end of the work day. Failure to clean the area 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 overnight.

c. 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 “grass mowing cycle” uniformly throughout each 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 “grass 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: Furnish all necessary labor, equipment and materials, necessary to clean out any sediment from the two forebays in the stormwater management areas (Areas B & C).

The stormwater management area requires periodic sedimentation removal from the outfall forebays and routine vegetation maintenance to keep the stormwater treatment train optimally functional.

4: Furnish all necessary labor, equipment and materials, necessary to prune the trees in the identified areas (Areas A, B, and C).

The general objective of the pruning will be to increase the safety, health, and aesthetic quality of the trees and will consist of the removal of all dead, dying, diseased, and structurally defective limbs greater than 2.0 inches in diameter. Pruning should also be done for **pedestrian, structure, and vehicular clearance** where appropriate. *The removal of healthy, structurally sound live wood from these trees should be minimized.* The amount of pruning to be done on each tree will be based upon the needs of the tree and the site. Pruning will be done in accordance with the following standards and specifications:

- I. American National Standards Institute A300 (2000) Standard for Tree Care Operations - Tree Shrub and Other Woody Plant Maintenance - Standard Practices.
- II. American National Standards Institute Z133.1 (1994) Standard for Tree Care Operations - Pruning, Trimming, Repairing, Maintain, and Removing Trees, and Cutting Brush - Safety Requirements.

In addition the following standards, specifications, terms, and conditions will apply:

- Contractor and his/her employees will work in a safe and courteous manner and will follow all applicable O.S.H.A. regulations.
- Contractor will provide all traffic safety equipment and be responsible for routing traffic safely around pruning operations.
- **The removal of all woody debris from the pruning operations will be the responsibility of the pruning contractor. Chips may be left on site in an area designated by the Site Owner.**
- Contractor will not damage existing structures, roads, landscaping, or turf on the site. Repair or restoration of such property damaged by the contractor will be the responsibility of the contractor, and repair or restoration will be done within 10 working days of when the damage occurred.
- Contractor will not wound trees in any manner other than for the pruning cut.
- No flush cuts will be made.
- No stub cuts will be made.
- No pruning wound paint will be used.
- Rope injury to trees will be avoided.
- When the pruning of a branch will result in the loss of more than 1/2 (one half) of the foliage on the branch, it will be removed to the parent branch.
- The placement of pruning cuts will be determined by tree anatomy, structure and branching habit.
- Topping, rounding, or heading back of trees and internodal cuts will not be permitted.
- All cuts will be made as close as possible to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub. Bark at the edge of all pruning cuts will remain firmly attached.
- Sharp tools will be used so clean cuts are made at all times.
- All cut limbs will be removed from the crown upon completion of pruning.
- **The presence of any disease condition, fungal fruiting bodies, decayed trunk or branches, split crotches or branches, cracks, or other structural weaknesses should be reported in writing to the Site Owner so that corrective measures can be taken.**

5: Furnish all necessary labor, equipment and materials necessary to apply herbicide to identified areas (Areas A and B).

The following standards, specifications, terms, and conditions will apply:

- All contracted areas shall be kept free of weeds including adjacent sidewalks and curbs. If de-weeding is not performed, the City will consider the maintenance to be unsatisfactory and the contractor in non-compliance.
- Landscaped areas shall be controlled with proper mechanical and chemical application as necessary to maintain contract areas weed-free.
- All weeds must be treated with appropriate herbicide prior to mechanical removal.
- Contractor shall be responsible for any adverse affects or death of plant materials, due to the application of chemicals, runoff and drift onto adjacent properties. Contractor, at his own expense, shall make all repairs or replacements of damaged plant material within a two-week period once notified by the Client. The Client will determine the scope of damage and approve all repairs and plant replacements.
- Contractor shall submit a list of proposed chemicals complete with current Material Safety Data Sheet (MSDS) specimen labels and specific application rates to be used to the Client for approval 10 days prior to commencement of contract period. Any additions or substitutions must also be approved 10 days prior to chemical application. Any deviation

from the approved list without prior written approval of the Client shall be grounds for non-payment and termination of contract.

- Materials, techniques and processes shall comply with all Federal, State, local laws, regulations, standards and ordinances pertaining to health, safety and environmental protection. Failure to comply shall be grounds for non-payment and immediate termination of contract.

6: Furnish all necessary labor, equipment and materials necessary to fertilize identified areas (Areas A and B). A complete fertilizer with Nitrogen, Phosphoric acid and Potash shall be applied once a year to the turf areas of the park. Utilize a time released fertilizer and water as necessary according to label directions. The Contractor shall furnish labels of all fertilizers being used in conjunction with this contract.

7: Furnish all necessary labor, equipment and materials necessary to fill, grade, and re-seed the Canal Street median (Area A). This is a one-time scope item.

Due to the temporary relocation of the Hank Aaron State Trail across the Canal Street median, there is a depression in the median that requires topsoil, grading, and seeding to match the surrounding landscape (approximately 3,000 square feet). This shall also include weekly inspections through germination and until grass is at a length to be mowed

9: State the hourly rate for furnishing all labor for labor for miscellaneous landscaping maintenance needs. Scope of items in this section will be determined by RACM as needs apply. Materials that fall under this section will be reimbursed as follows:

- a. Reimbursement for Materials: Upon submittal of itemized store receipts, **materials will be reimbursed at cost (i.e. without any markup). Receipts shall be attached to invoices. Please note, that RACM is exempt from** Federal excise and Wisconsin sales taxes and therefore will not reimburse contractor for sales tax on any materials purchased to perform the services of the contract.

D. EQUIPMENT REQUIREMENTS: The contractor, by signing and submitting a bid, certifies that the contractor understands the equipment needed to complete the services on this contract. Further, contractor acknowledges that their company will have the required equipment on hand, or shall purchase/lease said equipment upon award of contract, and be committed for use in this contract. The Equipment Inventory "Attachment A" for use under this contract under the terms of this contract must be submitted by the apparent low bid contractor within three (3) working days after the identification of the "low bidder."

False or misleading information regarding equipment availability or intent shall result in bid rejection and permanent disqualification from future bid solicitations. All declared equipment is subject to verification at any time during the contract period.

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

F. DAMAGE:

1. 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.

2. The CONTRACTOR shall be responsible for the replacement of any plantings or other property, whether privately or publicly owned, that may be damaged due to improper or careless performance of designated maintenance activities. In such case, Owner's Representative shall specify when replacement is to be made. Any costs for testing of plants damaged or suspected of being damaged by chemical applications made by the CONTRACTOR shall be paid by CONTRACTOR.

G. PERFORMANCE: The CONTRACTOR shall provide RACM, within seven (7) calendar days after completion of a work order, 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.

H. INSPECTION:

1. All work shall be subject to inspection, examination, or test by the CITY 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. RACM 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 RACM.

2. Notice of unsatisfactory work shall be provided in writing (letter, e-mail, etc).

3. Where the CONTRACTOR has failed to complete certain portions of work, and has been given notice to correct the discrepancy and has failed to complete the work (either because the allotted time for correction has passed or a second inspection reveals that the work remains incomplete), Owner's representative, at his/her sole discretion, may take the following action:

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 RACM.

I. CANCELLATION: If after an award is made, 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 shall be liable for all Liquidated Damages and shall pay to RACM 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.

J. CHANGES IN WORK: RACM may make changes to the scope of the work or the number of properties in the inventory. Such additions or deletions 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 per-inch per property rate as a result of this change.

K. VEHICLE/EQUIPMENT RESPONSIBILITY: 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.

L. CONTRACTOR Personnel Standards and Resource Commitment:

1. Only qualified personnel shall supervise and perform maintenance services in this contract. If in RACM'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 RACM, remove any such personnel and replace them with satisfactory personnel. Furthermore, RACM may require replacement of the CONTRACTORS 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.**

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. RACM 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 Owner's Representative shall be considered a breach of contract, and subject to termination.

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

ATTACHMENT A

INVENTORY OF EQUIPMENT

The Equipment Inventory "Attachment A" for use under this contract under the terms of this contract must be submitted by the apparent low bid contractor within three (3) working days after the identification of the "low bidder."

QUANTITY	MAKE	MODEL YEAR	TYPE OF EQUIPMENT	COMMENTS

Company Name _____

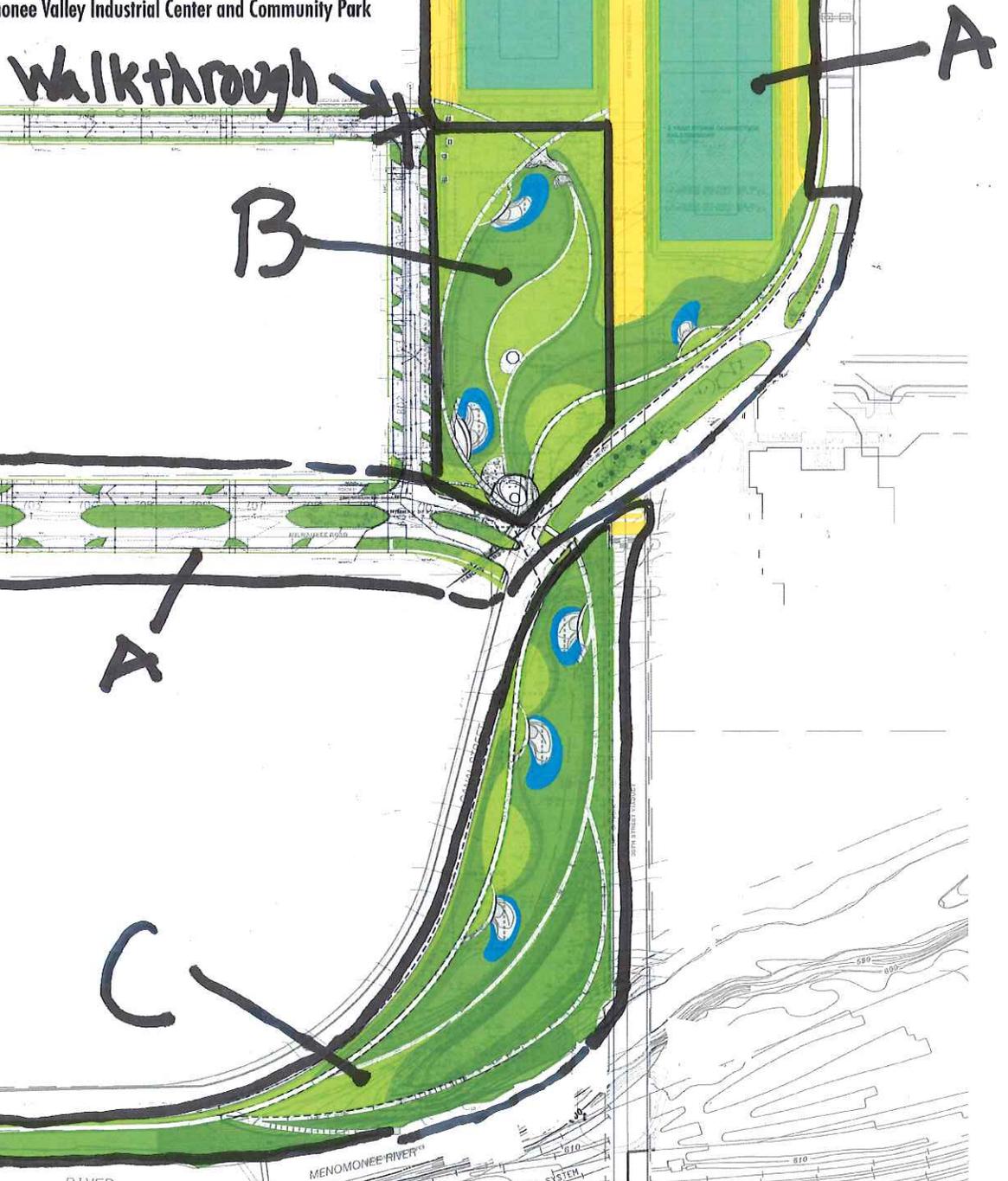
Signature _____

Title _____

ATTACHMENT A

Landscape Maintenance Zones
Menomonee Valley Industrial Center and Community Park

Walkthrough →



BID BOND
REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE, WISCONSIN
LICENSED SURETY CORPORATION BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

.....

of
(Street and Number) (City) (State)

as principal and of
(Home Office)

as surety are held and firmly bound unto the Redevelopment Authority of the City of Milwaukee, Wisconsin, hereinafter called RACM in

the penal sum of

..... Dollars,

to be paid to the RACM: its successors and assigns, for which payment well and truly to be made, we bind ourselves, and our heirs, executors, and, administrators, or successors and assigns, as the case may be, jointly and severally, firmly by these presents.

WHEREAS, the above bounden principal is making a proposal in writing dated

20, to the Executive Director of RACM, according to Official Notice No

20, of said Executive Director for furnishing all material, equipment, labor and everything necessary

for the completion of the work of...

according to plans, specifications and the other contract documents on file in the office of said Executive Director, a copy of which proposal is by reference made a part hereof, and the said proposal is accompanied with this bond.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal shall execute the contract in quadruplicate, in accordance with the proposal as accepted, with approved licensed surety corporation bound thereto for the faithful performance and proper fulfillment

of such contract, and return the same to the office of the said Executive Director within the time limit specified in said proposal, then the above obligation shall be void, otherwise it shall be and remain in full force and effect.

In witness whereof, the above bounden parties have executed this instrument under their several seals at Milwaukee, Wisconsin, this day of 20, the name and corporate seal of each corporate party being hereto affixed and this instrument signed by its duly authorized representative.

Bidder Witnesses **(Seal)**
(Bidder)

.....
By
.....
(Name and Title)

Surety Witnesses
(Surety)

.....
By
.....
(Attorney-in-Fact or Agent)

(Seal of Surety)

Name of Surety Contact Person _____ and Phone Number _____
(Please Print)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____ (Name of Contractor)

_____ (Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____ (Name of Surety)

_____ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

_____ (Name of Owner)

_____ (Address of Owner)

hereinafter called Owner, in the penal sum of _____

_____ Dollars, \$ (_____)

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 _____ day of _____ 20_____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, 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 _____ day of _____, 20 _____.

Principal (SEAL)

Witnesses

_____ By _____

_____ Title

_____ Address

_____ Surety

Surety Witnesses

_____ Surety - Contract MAILING Address

_____ By _____

Attorney-in-Fact or Agent

(SEAL OF SURETY)

Name of Surety Contact Person _____ and Phone Number _____
(Please Print)

NOTE: If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the State where the project is located.