

CITY OF MILWAUKEE
DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSALS

FOR

REMOVAL OF TALL WEEDS AND GRASS
AND
SIDEWALK SNOW AND ICE
FROM
PRIVATE PROPERTIES IN VIOLATION OF
CITY ORDINANCE 80-17, 116-8



April 2019

SPECIAL INSTRUCTIONS TO PROPOSERS

This is an open and continuous solicitation for Informal Service Contract Proposals. The purpose of this solicitation to invite all interested and qualified Small Businesses and Community Based Organizations to submit proposals to abate tall weeds and grass violations on private property, and public sidewalk snow violations adjoining private properties on as-needed basis, at a **Fixed Market Unit Price Basis**. Multiple awards are anticipated.

The proposer must be willing and able to perform to contract specifications all respective services in the contract for either/or (1) TALL GRASS AND WEED REMOVAL on Private Property within the limits of the City of Milwaukee, and (2) SIDEWALK SNOW AND ICE REMOVAL from public sidewalks within the limits of the City of Milwaukee. The proposer shall review all specifications to ensure all terms and conditions can be met at the time of proposal. The proposer must also affirm that the full complement of vehicles, equipment, and personnel declared on Form A-1 will be continuously available to provide services on the effective date and throughout the term of any contract awarded in response to this solicitation.

The proposer shall fully satisfy all insurance and bonding requirements within ten (10) calendar days of notice of contract award.

INSTRUCTIONS TO PROPOSERS

1. QUALIFIED COMMUNITY BASED ORGANIZATION
Not for profit Community Based Organizations must meet the following requirements at the time of proposal:
 - A. Incorporation and Registration as a Federal IRS Non-Profit 501(c)(3) Organization
 - B. Incorporation and Registration through the Wisconsin Department of Financial Institutions as a Non-Profit Organization letter and Articles of Incorporation
 - C. Maintain a principal office within the limits of the City of Milwaukee
 - D. Possess all applicable state and local licenses and permits

2. QUALIFIED SMALL BUSINESS ORGANIZATION
Small Business Organizations must meet the following requirements at the time of proposal:
 - A. Incorporation in the State of Wisconsin
 - B. Maintain a principal office within the limits of the City of Milwaukee
 - C. Possess all applicable state and local licenses and permits

3. NO MINIMUM GUARANTEE

The City offers no minimum guarantee of the amount of business or the frequency of demand for the PROPOSER's service. Nothing in these specifications is to be construed otherwise and no claims for additional compensation will be considered. Services which are ordered and to be paid by the City will be contingent upon appropriation of funds by the Common Council for the purpose. The number of properties requiring contract mowing has averaged approximately 4,000-5,000 properties per year city-wide, the number of properties requiring contract snow/ice removal has averaged approximately 3,000-4,000 properties per year city-wide.

4. MAXIMUM AWARD

The total amount of work assigned and completed under any informal service contract awarded to Proposer shall not exceed \$50,000.

5. RIGHT TO REJECT ANY AND ALL PROPOSALS

The City retains the right to reject any and all proposals for any lawful reason the City deems appropriate, regardless of any time or expenses the proposer has expended when formulating a proposal.

6. THE CITY IS NOT RESPONSIBLE FOR ANY COSTS INCURRED BY PROPOSERS WHEN FORMULATING PROPOSALS

The City will not reimburse any proposer for any time or expenses the proposer incurs when formulating a proposal, regardless of whether the proposal is accepted or rejected.

7. PROPOSAL DOCUMENTS

The proposal documents filed with each proposal must be complete and must include all required submittals. The proposer understands and agrees that the Special/Instructions to Proposers, Proposal, Contract Agreement, Specifications, Addenda and subsequent Change Orders issued by the City are each included in this contract and that the work must be done in accordance therewith.

Questions should be directed to Erin Stoekl, Property Maintenance and Compliance Manager via phone at (414) 286-6085, or via fax at (414) 286-2023, or e-mail to erin.stoekl@milwaukee.gov, or by mail to **841 North Broadway; Room 619, Milwaukee, Wisconsin 53202**. Contact via phone or email is preferred.

8. ITEMS IN A COMPLETE PROPOSAL

The City will only consider complete proposals. A complete proposal includes all of the following:

A. Community Based Organization

- i. Federal IRS Non-Profit 501(c)(3) letter and Articles of Incorporation.
- ii. Wisconsin Department of Financial Institutions Non-Profit letter and Articles of Incorporation
- iii. Signature Page
- iv. Form A-1 Declaration of Equipment and Personnel
- v. Form W-9 Taxpayer Identification

B. Small Business

- i. Articles of Incorporation
- ii. Signature Page
- iii. Form A-1 Declaration of Equipment and Personnel
- iv. Form W-9 Taxpayer Identification

9. DEFINITIONS

Words, phrases, or other expressions used in these contract documents have the following meanings:

- A. “Contract” or “contract documents” includes the items previously listed under CONTRACT DOCUMENTS
- B. “City” means the City of Milwaukee, acting through its Commissioner of Public Works and his duly authorized agents. All notices, letters, and other communication directed to the City shall be addressed and delivered to Erin Siesco, Property Maintenance and Compliance Manager, Municipal Building, Room 619, 841 North Broadway, Milwaukee, Wisconsin 53202.
- C. “Forestry District Representatives” act as authorized agents of the Commissioner of Public Works. Forestry maintains three (3) District offices, which serve as the home office for District Representatives. Office contact information and locations are:
 - i. North District Office – Raphiel Cole, (414) 286-3592, 6732 North Industrial Road, Milwaukee, Wisconsin, 53223
 - ii. Central District Office – Susan Tangen, (414) 286-6087, 5230 West State Street, Milwaukee, Wisconsin, 53208
 - iii. South District Office – Jason Cram, (414) 286-3593, 2024 West Holt Avenue, Milwaukee, Wisconsin, 53215

- D. "Removal of weeds and tall grasses" or "cutting operation" means the mechanical cutting of vegetation to a height NO greater than three (3) inches of the designated area.
- E. "Removal of snow and ice" means the physical removal of ALL snow and ice over the entire length and width of sidewalk adjacent to the specified property regardless of snow/ice accumulation, and application of de-icing chemicals.
- F. "Debris" means all refuse including, but not limited to strewn paper and litter, bottles, broken glass, cans, and larger items interfering with cutting.
- G. For purposes of the Notice to Proceed and Payment, "square foot" means the actual area in violation.
- H. For purposes of the Notice to Proceed and Payment, "linear foot" means the length of area in violation.
- I. "Commissioner" means the Commissioner of Public Works of the City of Milwaukee or his duly authorized representative.
- J. "PROPOSER" means the corporation, company, partnership, firm, or individual named and designated in the Contract Agreement or their duly authorized representatives.
- K. "Date of Contract", or equivalent words, means effective date of the service contract award.
- L. "The Work" means the services to be provided under the contract and the carrying out all of the obligations imposed by the contract documents, including but not limited to the furnishing of all necessary trucks, equipment, operators, and facilities.
- M. "Working Day" means Mondays through Fridays, 7:00 a.m. – 4:00 p.m. excluding City holidays.
- N. "Entire lot" means the entire area of a property where mowing can be performed, including the front, back, sides, and along alley lines.

10. PAYMENT SCALE

Payment for services performed will be based on the following tables:

(1) Tall weeds and grass removal:

Size of violation area in square feet	Payment earned
0-2500	\$80.00 for cutting 2500 square feet
2501-5000	\$160.00 for cutting 2501-5000 square feet
5001-7500	\$240.00 for cutting 5001-7500 square feet
7501-10000	\$320.00 for cutting 7501-10000 square feet

(2) Sidewalk snow and ice removal:

Size of violation area in linear feet	Payment earned
0-60	\$65.00 for clearing 60 linear feet
61-120	\$130.00 for clearing 61-120 linear feet
121-180	\$195.00 for clearing 121-180 linear feet
181-240	\$260.00 for clearing 181-240 linear feet

11. SERVICE CONTRACT WAGE REQUIREMENT PROVISIONS

In accordance with Chapter 310-13 of the Milwaukee Code of Ordinances, Contractors awarded Department of Public Works' Service Contracts must pay in full a minimum wage of not less than **\$11.32 per hour** to every person employed on or under this contract.

12. BASIS OF AWARD

The Commissioner may award an Informal Service Contract to any responsive and qualified Community Based Organizations and Small Businesses who submit Complete Proposals and demonstrate the capability to perform all work in accordance with Contract Specifications. Multiple awards are anticipated.

**SPECIFICATIONS FOR REMOVAL OF WEEDS AND TALL GRASSES
ON PRIVATE PROPERTY
AND REMOVAL OF SIDEWALK SNOW AND ICE
FROM PUBLIC PROPERTY**

1. GENERAL

These Specifications together with the Instructions to Proposers and the Contract Agreement define the terms of contract between the City of Milwaukee and the Qualified and Responsive PROPOSER(s). Work will include removal of weeds and tall grasses from private properties in violation of City Ordinance 80-17, and removal of snow and ice from public sidewalks adjacent to private property in violation of City Ordinance 116-8. The term of this service contract shall be from the effective date of execution through March 31st, 2019 with one (1) year extension permitted by mutual agreement between the City of Milwaukee Department of Public Works and CONTRACTOR. The CONTRACTOR shall not be permitted to work more than two (2) years under this contract. 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. 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. In general, the CONTRACTOR shall remove ALL debris and litter PRIOR TO MOWING that may interfere with mowing, and any debris revealed or scattered by

mowing operations. 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.

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. 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 7.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	\$80.00 for cutting 2500 square feet
2501-5000	\$160.00 for cutting 2501-5000 square feet
5001-7500	\$240.00 for cutting 5001-7500 square feet
7501-10000	\$320.00 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 proposal 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 proposal 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 proposal 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 PROPOSER 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 PROPOSER 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.

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 snow removal. 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 of the house or building with 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 7.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	\$65.00 for clearing 60 linear feet
61-120	\$130.00 for clearing 61-120 linear feet
121-180	\$195.00 for clearing 121-180 linear feet

181-240	\$260.00 for clearing 181-240 linear feet
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Thus, if, for example, the PROPOSER completes work on a property requiring forty (40) linear feet of snow/ice removal, the PROPOSER will be paid for the proposal 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 proposal 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 proposal 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 PROPOSER 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.

4. EQUIPMENT

A. Declared Equipment

CONTRACTOR shall declare on Form A-1 grass cutting equipment available to cut weeds and grass in excess of SEVEN (7) inches to a finished cut height of THREE (3) inches, 'snow and ice removal equipment' available to remove snow/ice of any depth to bare pavement and apply deicing salts, and digital photographic equipment with date and time stamp available to document work site conditions before and after work is performed.

B. All CONTRACTOR personnel performing work under this contract must wear ANSI approved Class 2 Safety Vests, Lime colored with Reflective Stripes. Safety Vests shall be provided by the Contractor at no additional cost to the City.

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

5. COMMUNICATIONS

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. CONTRACTOR shall respond to all contact by City Personnel within twenty four (24) hours after contact to CONTRACTOR. Furthermore, **there must be at least one employee on each work crew who speaks fluent English.**

6. 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. 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 are necessary. The Notice to Proceed will include property addresses, a general description of the violations at each property, property tax key numbers, a record number, and square footage or linear footage of the area in violation. Because the 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 operations must be completed within three (3) working days of receipt of the Notice to Proceed.** For mowing, 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 2:00 p.m. on a Thursday, the work must be completed by 4:00 p.m. on the following Tuesday. If the work is not completed within three (3) working days, the work will be reassigned to another CONTRACTOR for timely completion. Failure to provide prompt and efficient service shall be cause to declare the CONTRACTOR in DEFAULT, subject to contract suspension or contract termination by the Commissioner

The snow and ice removal operation must be complete within twenty four (24) hours of receipt of the Notice to Proceed. 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 an Email “Notice to Proceed” at 2:00 p.m. on a Tuesday, the work must be completed by 2:00 p.m. on Wednesday of the same week. If the work is not completed within twenty four (24) hours, the work will be reassigned to another CONTRACTOR for timely completion. Failure to provide prompt and efficient service shall be cause to declare the CONTRACTOR in DEFAULT, subject to contract suspension or contract termination by the Commissioner.

All Notices to Proceed for weed/tall grass removal, and sidewalk snow removal, will be considered received by the CONTRACTOR at the time the respective Forestry District Office obtains successful confirmation of the Email.

- 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 ABATEMENT** operations on weekends and City holidays. **SNOW REMOVAL** operations may be performed at any time within the timeframe specified in Section 6.C, including weekends and holidays.

7. 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) photographs. 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 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 (DBO), (5) the proposal 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 and 3.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, (3) property address, and (4) tax key number. 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.

D. Timely submittal of invoices and supporting documentation (as described in sections 7A, 7B, and 7C) is a performance standard. **Failure to submit these documents in the specified timeframe shall be cause for contract termination.**

E. Before and after photographs taken for mowing abatement services must include a yardstick with seven inches (7") and twelve inches (12") clearly marked."

8. METHOD OF PAYMENT

The CONTRACTOR shall invoice the City for each abatement operation. The invoice must specify the address of the property serviced, date of service, the contract number and proposal amount for each property as well as the lump sum due. The CONTRACTOR shall deliver or fax the invoice to the Department of Public Works – Forestry District Office. Upon receipt of an invoice and supporting photographic documentation, the City shall make payment within thirty (30) calendars 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.

9. 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 of accessories, and/or loss of attachments.

10. CONTRACT TERM

The term of this service contract shall be from the effective date of execution through the end of the calendar year with one (1) year extension permitted by mutual agreement between the City of Milwaukee Department of Public Works and CONTRACTOR. **The CONTRACTOR shall not be permitted to work more than two (2) years under this contract.**

11. 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.

12. DEFAULT AND RIGHT OF CITY TO SUSPEND/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 his/her surety of the City's intention to indefinitely suspend or terminate this contract in forty-eight (48) hours, at the City's sole discretion.

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.

13. 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 his/her 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.

14. 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 Forestry Section will monitor work and verify satisfactory completion of CONTRACTOR operations.

15. 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.

16. 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 sub CONTRACTORs 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 sub CONTRACTOR s, 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 sub CONTRACTORs to carry the same types and amounts of coverage as required of the Prime or may instead provide the coverage for any or all sub CONTRACTORs. The Prime CONTRACTOR is fully

responsible for assuring sub CONTRACTOR compliance with all the insurance requirements specified herein.

a) Workers' Compensation And Employers' Liability

Coverage Amounts

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

To Include

Other State's Coverage

b) Commercial General Liability

Limits Of Liability

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

To Include

Occurrence Form

Premises/Operations Coverage

Products/Completed Operations Coverage Including Extension Of Coverage For Two (2) Years

After Acceptance Of Work By The City

Contractual Liability For Risks Assumed In This Agreement

c) Automobile Liability

Limits of Liability

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

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

d) Umbrella Liability

Limits Of Liability

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

Occurrence form
First dollar defense coverage

Insuring agreement which will provide excess protection to the primary coverages

For coverages referred to in section 17(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.

17. 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.

18. 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.

19. 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.

20. SUBPROPOSERS

The CONTRACTOR shall not subcontract any part of this contract without the prior express written consent of the City.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.