

CITY OF MILWAUKEE
DEPARTMENT OF PUBLIC WORKS
FORESTRY SECTION

Stump Grinding, Removal and Site Restoration Standards and Bid Specifications
Stump Removal - South District Service Area

1.0 SCOPE OF WORK:

- 1.1 The objective of this contract is to perform stump removal and restoration work throughout the City of Milwaukee South District Service Area (City limits south of W Center Street). The work to be performed under this contract includes the CONTRACTOR furnishing all labor, supervision, administration, materials, equipment, insurance, licenses, permits, and utility marking required for stump grinding, removal and site restoration work including soil backfill, grading and seeding at assigned locations within the City of Milwaukee North District Service Area.
- 1.2 Only qualified personnel shall supervise and perform services in this contract. All work shall be performed in accordance with OSHA standards, the latest revision of ANSI Standard Z133.1 and other applicable regulations.
- 1.3 **The total amount of work assigned and scheduled to be completed under this contract is estimated at \$100,000. All work must be completed within the awarded amount.** The quantity of stumps in each respective diameter size class on the bid pages (see bid form Appendix A) are estimated for unit bidding purposes and quantities may be adjusted at the discretion of the City as necessary, to not exceed available funding.
- 1.4 All assigned work, up to the maximum contract dollar amount, shall be completed within consecutive days during the fall 2014 season (October 1 - November 30) and spring 2015 season (March 15 – May 31, 2015), beginning five (5) working days from the date of issuance of the Notice to Proceed.
- 1.5 Contractors may hold a maximum of one (1) City of Milwaukee Stump Removal contract as the primary contractor at a time.

The scope of work is not to be interpreted as an absolute definition of the quantity or type of work that may be required.

2.0 QUALIFICATIONS/EQUIPMENT REQUIREMENTS:

- 2.1 **Small Business Enterprise (SBE) participation:** In accordance with Chapter 370 of the Milwaukee Code of Ordinances, Small Business Enterprise (SBE) participation is required in all contracting activities of the Department of Public Works. The ordinance requires that certified SBEs be utilized for 25% of the total dollars annually expended through prime contracts or subcontracts for Construction and the purchase of Goods and Services. To that end, the

Commissioner of Public Works, as a contracting officer for the City, requires all bidders to utilize SBEs as subcontractors and material suppliers on all contracts. **For this contract, bidders are required to achieve a minimum 25% SBE participation.** See attached Small Business Enterprise Provisions for additional requirements.

- 2.2 All Stump Grinding and Removal work must be completed under the direct **on-site** supervision of an **experienced stump grinding operator** and in accordance with **ANSI Z133.1 Standards for Arboricultural Operations – Safety Requirements, latest edition, and all applicable OSHA regulations.**
- 2.3 **Bidders and all personnel assigned to this work must have the experience, required skills, training and ANSI approved equipment necessary to safely grind and remove stumps in a controlled manner. All bidder experience and declared equipment requirements must be met at the time of Bid Submission.** CONTRACTOR may be required to attend a pre-award meeting to verify personnel and equipment declarations submitted in the bid submission.
- 2.4 All bidders must have in their possession **or available to them by formal agreement at the time of bidding:** trucks, devices, stump grinder(s) outfitted with full protective skirt(s), hand tools and other equipment and supplies necessary to perform the work as outlined in these specifications.
- 2.5 Equipment (on hand or to be purchased and/or leased upon award of contract) and number of personnel committed for continuous use in this contract must be declared by the CONTRACTOR on the **Equipment and Personnel Inventory (See bid form Appendix B).** False or misleading information regarding equipment and personnel availability or intent shall result in bid withdrawal and permanent disqualification from future bid solicitations. Proof of declared equipment and personnel committed for this contract must be provided to the City before the Notice to Proceed will be granted. All declared equipment and dedicated personnel are subject to verification at any time during the contract period. The City may inspect such equipment or agreements prior to the awarding of a contract.
- 2.6 **All stump grinder equipment must be outfitted with full protective skirts for controlling discharge and to prevent personal injury or damage to structures, buildings, street improvements, utilities, landscaping and other property.** Operators shall take additional protective measures as necessary to eliminate projectiles from the work zone (particularly the rear of the stump grinder or areas not protected by skirting). The CONTRACTOR shall be solely responsible for the safety of the crew, all observers, and shall maintain workers compensation insurance as required by the Wisconsin Statutes.
- 2.7 The stabilizer legs of the CONTRACTOR'S backhoe, tractor, or other heavy machinery intended for use on assigned work locations and to be used on city sidewalks must have padded feet. If the machinery is not innately equipped with padded feet the CONTRACTOR shall place wooden stabilizers between the feet of the machine and the sidewalk to ensure protection.
- 2.8 CONTRACTOR is required to consult with the City concerning details of scheduling of all work. CONTRACTOR shall provide the City with a telephone number that shall be staffed during the business hours of 6:00 a.m. to 5:00 p.m. In addition, CONTRACTOR shall maintain a working email address which is checked on a daily basis. All telephones shall be staffed by CONTRACTOR'S employees. CONTRACTOR shall respond to all contacts by phone and/or email

from City personnel within twenty four (24) hours after contact to CONTRACTOR. Difficulty contacting the CONTRACTOR may result in contract termination.

- 2.9 CONTRACTOR shall have a competent person in charge of the work at all times to whom the City may issue directives and who shall accept and act upon such directives, and who reads, speaks and writes English competently. **There shall be at least one employee on each crew that speaks fluent English.** Failure of the CONTRACTOR to act on issued directives shall be sufficient cause to give notice that the CONTRACTOR is in default of the contract unless such directive would create potential personal injury or safety hazards.
- 2.10 **The CONTRACTOR shall provide an employee other than the stump grinding operator to observe and maintain a safe work zone during stump grinding operations.**

3.0 TERMS OF CONTRACT:

- 3.1 **All assigned work, up to the maximum contract dollar amount, shall be completed within consecutive days during the fall 2014 season (October 1 - November 30) and spring 2015 season (March 15 – May 31, 2015), beginning five (5) working days from the date of issuance of the Notice to Proceed.** All required documentation, including insurance and bonding submittals, must be received by the City prior to beginning any contract related work.
- 3.2 **CONTRACTOR will be responsible for maintaining a productivity standard of completing a minimum of thirty (30) assigned work locations per week during the fall and spring season beginning from the date of issuance of the Notice to Proceed, with the exception of inclement weather days.**
- 3.3 **In the case inclement weather prevents contract work from being completed for the day; CONTRACTOR shall notify, by phone, the Contract Inspector no later than 7:30 am the day of intended work.** If, in the sole opinion of the Contract Inspector, the weather does not substantiate an inclement weather day the CONTRACTOR will be held to productivity standards as described above.

4.0 LOCATION OF WORK:

- 4.1 All work to be performed will be provided as a Notice to Proceed listing of assigned work locations on **City of Milwaukee Owned Property** within the corporate limits of the City. Assigned work locations may be in the rear, side, or front of properties; refer to Appendix D for a diagram key to understand site location coding. The Contract Inspector reserves the right to adjust the list of locations. Any additional locations, up to the maximum contract dollar amount, shall be provided to the CONTRACTOR by the Contract Inspector as an addendum of the official Notice to Proceed.
- 4.2 No work shall be completed on locations not listed on the Notice to Proceed or addenda to the Notice to Proceed unless otherwise approved and authorized, in writing, by the Contract Inspector.

4.3 All public inquiries, while on assigned work location sites, shall be directed to the Contract Inspector.

5.0 SCHEDULING OF WORK:

5.1 Monday – Friday:
7:00 a.m. – 5:00 p.m. (daylight hours only)

5.2 No work shall be performed on weekend or city observed holidays, unless otherwise approved, in writing, by the Contract Inspector.

5.3 The City will provide the CONTRACTOR with an advanced list of work locations upon award of the contract for the purpose of utility marking and site marking (the advanced listing **does not** serve as the Notice to Proceed; no work shall begin on assigned locations without an issued Notice to Proceed from the Contract Inspector).

5.4 CONTRACTOR, or a contract supervisor/coordinator employed by the CONTRACTOR and who speaks fluent English, shall be required to mark all assigned work locations with the City Contract Inspector. All scheduling for marking shall be coordinated within a timely manner after the contract is awarded. CONTRACTOR shall be responsible for noting any preexisting damage to assigned locations during marking and prior to any work beginning.

5.5 **The CONTRACTOR shall, IN ADVANCE, coordinate and schedule all work by way of the Stump Work Plan/Progress Schedule (see Appendix F for a template and Appendix F.1 for an example) and Route Sheet (see Appendix G).** The work plan must be submitted no later than five (5) working days from the date of issuance of the Notice to Proceed.

5.6 **The CONTRACTOR shall email daily route sheets to the attention of the Contract Inspector twenty four (24) hours in advance of any work beginning (see Appendix G for a template and Appendix G.1 for an example).** The route sheet shall include all assigned work locations the CONTRACTOR intends to work at for the day. No work shall be performed prior to a route sheet being provided to the Contract Inspector. At the end of **each day**, a final listing of all work completed for the day shall be emailed by the CONTRACTOR to the attention of the Contract Inspector.

6.0 CONTRACT INSPECTOR:

Whenever used herein and for the purpose of administering any contract resulting from this invitation to Bid, the Contract Inspector for the North District service area shall be a designated crew leader (name and direct contact information to be provided post award):

North District
Urban Forestry Crew Leader
(414) 286-3592

7.0 UTILITY MARKING:

7.1 **The CONTRACTOR is required to contact Diggers Hotline (1-800-242-8541) in advance to obtain clearance and location of utilities in the work zone prior to stump grinding.** The City will provide the CONTRACTOR with an advanced list of work sites upon award of the contract (this listing **does not** serve as the Notice to Proceed, it is provided as a courtesy to the CONTRACTOR to allow for utility marking). No work is permitted at assigned work locations without active Diggers Hotline clearance or delineated work area markings.

7.2 In the case a utility is struck while working on assigned contract work locations it is the responsibility of the CONTRACTOR, or a contract supervisor/coordinator employed by the CONTRACTOR to: 1) immediately contact the appropriate utility company, 2) immediately notify the Contract Inspector by phone, and 3) include notes on the final listing of work completed for the day indicating which utilities were hit at which location(s). A listing of local utility phone numbers can be provided by the Contract Inspector upon request.

8.0 MATERIALS:

8.1 Grass Seed Mix

The grass seed mix must have a test date of not more than one (1) year old. The seed mixture shall approximate the following analysis:

Milwaukee Forestry Mixture

24.78% Moonstruck Kentucky Bluegrass,

24.63% Blue Angel Kentucky Bluegrass

14.65% Boreal Creeping Red Fescue

9.91% Gulf Annual Ryegrass

9.83% Perennial Ryegrass

14.81% Chewing Fescue (7.47% Jamestown IV Chewing Fescue, 7.34% other Chewing Fescue)

The Contract Inspector can, upon request by the CONTRACTOR, supply vendor source information for the specified grass seed mix.

8.2 Sod

Turfgrass sod shall be premium grade fresh-cut certified blend of Kentucky Bluegrass varieties produced by a commercial sod grower in SE Wisconsin and blended for residential use and SE Wisconsin climate conditions.

Turfgrass sod shall contain only the species and variety of turfgrass true to name specified in the blend. It shall contain no more than one percent undesirable grasses, clover or weeds. It shall have no visible signs of disease or insect stress. The turfgrass sod shall be neatly mowed to a maximum 2.5" height and be mature enough that when grasped at one end, it can be picked-up and handled without damage.

The turf shall be of sufficient density so that no surface soil is visible when mowed to a height of 1.5 inches (40 mm). The thickness of the soil portion of the turfgrass sod should not exceed one-half inch (15mm).

8.3 ENCAP Lawn Starter Seeding Mulch

The starter seed mulch is subject to inspection at any time by the Contract Inspector and must not be expired. An equivalent equal may approved by the Contract Inspector upon request.

8.4 Topsoil

Topsoil shall be a **finely screened** (5/8"screen) natural, fertile, friable soil constituting the "A" horizon from naturally well drained areas. It shall not be excessively acidic or alkaline nor contain toxic substances that may be harmful to plant growth. Topsoil shall be without admixture of subsoil and shall be free from clay clods, stones, roots, or similar substances 5/8" or more in diameter, debris, or other objects that may be a hindrance to planting operations. Topsoil shall meet the following physical and chemical requirements:

SOIL TEXTURE: USDA "**Loam**" classification (including Sandy Loam, Loam, Silt Loam and Sandy Clay Loam) not exceeding any of the following particle sizes:

Approximate Particle Distribution

Gravel	Trace
Sand	70%
Silt	60%
Clay	30%

SOLUBLE SALT LEVEL: Less than 844 ppm (.67 mmho/cm)

PERCENT ORGANIC MATTER: 4- 8%, by weight.

SOIL pH: 6.0 - 7.5

The City reserves the right to require a physical (particle size) and chemical analysis at an approved soil testing laboratory when in the sole opinion of the City the topsoil delivered or placed at the worksite does not comply with the Topsoil Specifications.

If the test results of any topsoil or planting mix fail to meet the physical and chemical properties specified, the CONTRACTOR shall remove all rejected topsoil and replace with topsoil meeting specifications as verified through a soil analysis.

The cost of all soil testing shall be the responsibility of the CONTRACTOR.

DESCRIPTION OF WORK TO BE PERFORMED/WORK REQUIREMENTS

9.0 **Stump Grinding, Removal and Site Restoration Specifications**

- 9.1 **All underground utilities must be marked and cleared by Diggers Hotline prior to any stump grinding.**
- 9.2 All stumps to be ground are of variable diameters and are located in the street right of way (including boulevards/medians and tree border areas located between the sidewalk and curb) or otherwise on City property within the City of Milwaukee. Stump diameters shall be measured as an average of the two (2) cross sectional measurements of the cut face of the stump (refer to Appendix E for an illustration).
- 9.3 All stumps, lateral roots and associated woody material are to be ground to an appropriate depth below the finished grade (see below for depth specifications) necessary to removal all stump and root woody material to provide adequate space for replanting. The removal of stumps and lateral roots shall successfully sever the roots from the main root mass.
- 9.4 The entire area delineated by white markings on turf area and/or the street curb and identified with an "S" shall be ground to a **minimum** depth of ten inches (10") below the finished grade (see Appendix E for an illustration). Additional grinding depth may be necessary if the minimum ten inches (10") do not adequately sever the roots from the main root mass and remove all stump and root woody material.
- 9.5 The entire area delineated by white markings on turf area and/or street curb and identified with a "D" shall be ground to a **minimum** depth of twenty one inches (21") below the finished grade (see Appendix E for an illustration). Additional grinding depth may be necessary if the minimum twenty one inches (21") do not adequately sever the roots from the main root mass and remove all stump and root woody material.
- 9.6 All holes resulting from the removal of stumps shall be backfilled at the completion of stump grinding on the same day as stump grinding. **No stump holes will be allowed to remain open overnight. All grindings, soil and debris resulting from the grinding process shall be completely removed from the delineated grinding area and shall not be used as backfill.**
- 9.7 All holes resulting from the stump removal process shall be backfilled with screened topsoil meeting City of Milwaukee Topsoil specifications as described in Section 8.4, foot-tamped in lifts of six inch (6") depth, and finish raked a minimum of one inch (1") and no more than two inches (2") above the grade, to allow for soil settlement.
- 9.8 All disturbed areas resulting from the stump grinding and removal process shall be shall be seeded with high quality fresh grass seed meeting specifications as described in section 8.1 and mulched with ENCAP Lawn Started Seeding Mulch, or *approved* equal, as described in section 8.3.
- 9.9 All surface roots and/or raised areas from the root flare within the work limits shall be ground out and filled with topsoil and leveled to match the finished grade. The disturbed areas shall be seeded with high quality fresh grass seed meeting specifications as described in section 8.1 and mulched with ENCAP Lawn Starter Seeding Mulch, or *approved* equal, as described in section 8.3.
- 9.10 Driveway, patio, sidewalk, curb, gutters and any other paved or hard surfaces, windows, vehicles, and structures adjacent to a removed stump shall be protected to preexisting condition

with ¾" plywood and broom swept upon completion of stump grinding and site restoration work.

- 9.11 All assigned work locations must be prepared and restored in a **controlled and safe manner** to prevent damage to property including adjacent buildings, trees, irrigation systems, sidewalks, curbs, and landscaping in both the private and public right of way. All damage caused by CONTRACTOR operations shall be restored to their original conditions to the satisfaction of the Contract Inspector **within 3 days of occurrence**.
- 9.12 The CONTRACTOR shall exercise caution and not perform any work where excessive soil moisture would result in severe rutting or damage to turf. All damage caused to turf due to the grinding process (including tire or track ruts), shall be restored with sod meeting specifications as described in section 8.2 to preexisting conditions by the CONTRACTOR at CONTRACTOR's expense to the satisfaction of the Contract Inspector.

10.0 TRAFFIC CONTROL:

- 10.1 The CONTRACTOR will be required to sign and barricade any work within a public rights of way in accordance with the Manual of Uniform Traffic Control Devices and complete all work in conformance to the latest revision of ANSI Standard Z-133.1 (American National Standard for Arboricultural Operations - Safety Requirements). Obstructed sidewalks shall have two (2) Class 1 barricades placed at the nearest block corners and two (2) additional Class 1 barricades placed at the limits of the work zone.
- 10.2 **The CONTRACTOR shall provide an employee other than the stump grinding operator to observe and maintain a safe work zone during stump grinding operations.**
- 10.3 The CONTRACTOR will be responsible for notifying and obtaining all necessary permits from the Milwaukee Police Department, Milwaukee Fire Department, the Milwaukee County Transit System, the Department of Public Works and any other obligatory entities when temporary street closure is necessary to complete contract work requirements. No obstruction to vehicular or pedestrian traffic shall remain after the end of the daily work period.
- 10.4 The CONTRACTOR can be provided Temporary No Parking Signs for use, as needed, to restrict access to the work site upon request. Temporary signs shall NOT be nailed, screwed, stapled, or otherwise attached to trees with any hardware or method that penetrates the bark. Signs may be hung from rope, string, plastic cable ties, etc. and **loosely** wrapped around the trunk of City trees. Under no circumstances shall trees on private property be used to post temporary No Parking Signs. All temporary parking signs shall be removed upon completion of work at each particular assigned work location. Any work locations which cannot be accessed after posting due to sign removal by residents or the failure to observe the notice shall be brought to the immediate attention of the Contract Inspector.

11.0 PERMITS:

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

12.0 VEHICLE/EQUIPMENT RESPONSIBILITY:

- 12.1 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.
- 12.2 The CONTRACTOR shall be responsible for outfitting each vehicle, for use on assigned contract work locations, with City of Milwaukee placards on both the driver and passenger side. Placards will be provided to the CONTRACTOR by the contract inspector. Placards must be posted prior to any work beginning on assigned contract work locations.

13.0 INSPECTIONS:

- 13.1 All work shall be subject to inspection, examination, or test by the Contract Inspector, and/or the City at any and all times during or after the performance of said work and at any and all places where such work is or has been performed. The Contract Inspector shall have the right to reject defective or otherwise unsatisfactory work and require its correction. Rejected work shall be corrected within five (5) working days from the date of notice and to the satisfaction of and without charge to the Contract Inspector and City.
- 13.2 Notice of unsatisfactory work shall be provided in writing to the CONTRACTOR in the form of a punchlist.
- 13.3 Where the CONTRACTOR has been issued a punchlist and has failed to complete the work (either because the allotted contract time for correction has passed or a second inspection reveals that the work remains incomplete), the Contract Inspector, or assigned designee, at his/her sole discretion, may assess liquidated damages.
- 13.4 There shall be no weekend inspections under any circumstances. All requests for inspection made after 12:00 p.m. (noon) on a Friday shall be deemed to have been made on the next weekday morning on which the Contract Inspector is actually available. The CONTRACTOR shall bear all risks relating to the passage of time between CONTRACTOR'S alleged completion of work and/or the request for inspection until the next weekday on which a Contract Inspector is actually available. The status of the work as of the next available inspection day shall govern whether the work is deemed completed or deficient.

14.0 SUBSTANTIAL COMPLETION:

- 14.1 The City shall inspect each assigned work location for Substantial Completion upon request, in writing, by the CONTRACTOR. Inspection requests for all assigned work shall be received from the CONTRACTOR to the Contract Inspector within seven (7) working days of completion.
- 14.2 Post inspection, the CONTRACTOR will be notified of any work to be completed in the form of a punchlist issued by the Contract Inspector. The CONTRACTOR has **five (5) working days from the date of issuance of a punchlist** to complete the work and notify the Contract Inspector of completion.
- 14.3 Upon completion of the punchlist by the CONTRACTOR, and subsequent inspection and approval by the Contract Inspector, the City shall provide notice of Substantial Completion. The responsibility for obtaining Notice of Substantial Completion rests with the CONTRACTOR. Progress payments may be withheld unless the CONTRACTOR obtains Notice of Substantial Completion.
- 14.4 The work may be accepted and paid for following the successful completion of all assigned work locations and any associated punchlist work.
- 14.5 Where the CONTRACTOR has been issued a punchlist and has failed to complete the work (either because the allotted contract time for correction has passed or a second inspection reveals that the work remains incomplete), the Contract Inspector, or assigned designee, at his/her sole discretion, may assess liquidated damages. Liquidated damages may affect the CONTRACTOR'S eligibility for any future work with the City.
- 14.6 Upon successful completion of all specified work, including punchlist work, the City will notify the CONTRACTOR of successful completion in writing.
- 14.7 Acceptance and use of such areas by the property owner during the performance period shall not waive any provisions of this Contract.

15.0 LIQUIDATED DAMAGES:

In the event the CONTRACTOR fails to execute the work with such diligence as to ensure its completion in accordance with the Work Requirements, the City may procure the services of another CONTRACTOR (SECONDARY) to complete the work. The CONTRACTOR and his/her sureties shall be financially liable for Work Not Performed, including the difference between the CONTRACTOR'S bid price and the SECONDARY CONTRACTOR'S bid price, plus a \$250.00 administrative fee for each occurrence. Differential costs paid to the SECONDARY CONTRACTOR for Work Not Performed, plus administrative fees, shall be deducted from the CONTRACTOR'S outstanding invoices or otherwise invoiced. If, after reassignment of work, the CONTRACTOR continues to demonstrate his inability to perform the work in accordance with the Work Requirements, the CONTRACTOR will be considered in DEFAULT in accordance with 2.4.18 DPW General Specifications and the contract will be terminated.

16.0 BIDS:

- 16.1 Sealed bids for the work, material, labor, and services described must be received at the Department of Public Works, Room 506, Frank P. Zeidler Municipal Building, 841 North

Broadway, Milwaukee, Wisconsin 53202-3684, by the bid deadline specified in the Invitation to Bid.

- 16.2 CONTRACTOR shall complete and submit **Bid Form Appendix A** which is to include all labor, materials, overhead and equipment to perform stump grinding and site restoration work as described herein.
- 16.3 CONTRACTOR shall complete and submit **Bid Form Appendix B, Declared Equipment and Personnel Inventory**, for each bid area. This document shall declare the number of personnel and all equipment (on-hand or to be purchased/leased upon award of contract), including the quantity, make, year, and type of equipment, committed for continuous use during the term of this contract.
- 16.4 Examination of Contract Documents
- Before submitting a bid, each bidder shall:
- a) examine the contract documents thoroughly,
 - b) become familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of work, and
 - c) carefully review the requirements of the contract
- 16.5 Before submitting a bid, each bidder shall, at their own expense, make such surveys and investigations as may be deemed necessary to determine a bid price for performance of the work within the terms of the contract documents. Bidder is responsible for obtaining all necessary licenses and permits at own expense.
- 16.6 Bid security required is Five Hundred Dollars (\$500.00). The required security must be in the form of a certified or bank cashier's check made payable to Commissioner, or when indicated in said Notice or Invitation to Bid, a bid bond issued by a Surety licensed to conduct business in the State of Wisconsin and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The bid bond must be accompanied by a copy of the power of attorney for the agent or attorney-in-fact signing the bid bond. The bid security of the successful bidder shall be retained until the bidder has executed the Agreement and furnished the required contract security, whereupon it will be returned. Upon failure to execute and deliver the contract and furnish the required contract security within ten days of Notice of Award, the Commissioner may annul the Award and the bid security of that bidder shall be forfeited and the City reserves the right to pursue any available remedies against the bidder. The bid security of all except the two lowest bidders shall be returned after the opening of bids. The balance of the bid deposits, except that of the lowest responsible bidder, will be returned after the Commissioner has made an award to the lowest responsible bidder.

17.0 PERFORMANCE BOND/PAYMENT BOND:

The successful bidder shall submit to the Commissioner, prior to or at the time of execution of the contract, a performance bond and a payment equivalent to the total bid price. All bonds must be executed by a surety company authorized to do business in the State of Wisconsin and must be accompanied by a Power-of-Attorney for the Attorney-in-Fact. The performance bond

and the payment bond must be submitted as separate instruments. The performance bond shall also cover all work required under the provisions of the contract.

18.0 NON-APPROPRIATION:

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

19.0 ACCEPTANCE OR REJECTION OF BIDS:

The contract shall be awarded based on a base lump sum bid, equivalent to the sum total bid of all diameter-inch classes, to the lowest responsible bidder whose bid complies with the bid specifications. The Commissioner reserves the right to reject all bids if it appears that the lowest bid for the work to be let is unreasonably high. The Commissioner further reserves the right to reject the bid of any bidder who is, in the judgment of said Commissioner, incompetent or otherwise unreliable for the performance of the work bid or who shall previously have willfully or negligently failed to complete any work or contract entered into with the City or any officer or department thereof or who shall have willfully or negligently failed to enter into a contract with satisfactory Surety for any work that shall have been previously awarded by said Commissioner. The Commissioner further reserves the right to disregard and reject any and all bids.

20.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

21.0 LATE BIDS:

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

22.0 PROTECTION OF WORK AND PROPERTY - EMERGENCY

- 22.1 The CONTRACTOR shall at all times safely guard all property from injury or loss in connection with this contract. CONTRACTOR shall at all times safely guard and protect the work site, and that of adjacent property, from damage. The CONTRACTOR shall replace or make whole any such damage, loss, or injury unless such be caused directly by the City.
- 22.2 In case of some emergency which threatens loss or injury of property and/or safety of life, the CONTRACTOR will be allowed to act, without previous instructions from the Commissioner, in a diligent manner. The CONTRACTOR shall notify the Commissioner immediately thereafter. Any claim for compensation by the CONTRACTOR due to such extra work shall be promptly submitted to the Commissioner for approval. The Commissioner's determination shall be final and conclusive.
- 22.3 Where the CONTRACTOR has not taken action but had notified the Commissioner of an emergency threatening injury to persons or damage to the work or any adjoining property, the CONTRACTOR shall act as instructed or authorized by the Commissioner.
- 22.4 Prior to commencing an excavation in the immediate vicinity of any building or other structure, the safety of which may be endangered thereby, the CONTRACTOR shall comply with all requirements of applicable law. The CONTRACTOR shall serve the required notice upon the owner of such building or structure or the agent, naming the date of commencement of such work and allotting a reasonably sufficient length of time for the owner to take steps to protect the property. Throughout the course of the work adjacent to such property, the CONTRACTOR shall exercise due precaution and care and, at own expense, shall furnish and place such extra timbering, bracing, and sheathing as may be necessary to insure against the loss of ground adjacent to the excavation and, when so indicated or when so ordered in writing, as an extra, by the Commissioner, shall leave such portions of timbering, bracing, and sheathing in place, as the Commissioner may direct. The CONTRACTOR must also take necessary precautions in the work operations to prevent the loss or settlement of such adjacent grounds and avoid the use of equipment which would tend to encourage such settlement or loss of ground.
- 22.5 The CONTRACTOR shall safeguard from and be solely responsible for all damage resulting from the work operations to water, gas, steam or drain pipes, street and building sewers, building services, catch basins, manholes, conduits, cables, hydrants, valve and stop boxes, light poles, street lighting cables and transformers, traffic signals, traffic and street signs, fire and police alarm boxes, mail boxes, or any other privately or publicly owned existing installation or structure and the right-of-way structure of any steam or electric railway or railroad. The CONTRACTOR shall also safeguard from and be solely responsible for damage to pavements, sidewalks, curbs, gutters, trees, shrubbery, or lawns. The cost of all safeguarding shall be included in the price bid for work under the contract.
- 22.6 The CONTRACTOR shall be held liable for any and all property damage, including damage to underground utilities marked by Diggers Hotline and/or injury or harm to persons resulting from work that is performed under this contract.
- 22.7 Any damage to structures, sidewalks, curbs, gutters and street pavement shall be replaced with like materials in accordance with City of Milwaukee specifications, at the CONTRACTOR'S expense. The cost of replacement of damaged infrastructure shall be based on unit costs from current or recent City scattered sites infrastructure contracts and deducted from the

CONTRACTOR'S invoices or directly invoiced to the CONTRACTOR at the City's sole discretion. All trees, shrubs or landscaping (including hardscape, irrigation, fencing, or other improvements) on public or private property that are damaged or destroyed shall be repaired or replaced to preexisting condition at the CONTRACTOR'S expense. Any damaged to turf outside of contract limits such as deep ruts or track damage caused by equipment shall be restored with fresh-cut bluegrass sod.

23.0 LIABILITY AND INSURANCE REQUIREMENTS:

- 23.1 CONTRACTOR covenants and agrees that CONTRACTOR shall save and indemnify and keep harmless the City against all liability, judgments, costs, and expenses, which may in any way come against the City in consequence of the granting of the contract, or which in anyway results from the carelessness or neglect of the CONTRACTOR or the agents, employees, or workers of the CONTRACTOR or subcontractors in any respect whatever, and in every such case where judgment is recovered against the City by reason of the carelessness or negligence of the CONTRACTOR or the CONTRACTOR's agents, employees or workers, or subcontractors, such judgments shall be conclusive against the CONTRACTOR, not only as to the amount of damages, but as to CONTRACTOR's liability to the City.
- 23.2 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.
- 23.3 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 Sections 23.3 (a) through (e). The Prime CONTRACTOR shall require all of its subcontractors to carry the same types and amounts of coverage as required of the Prime or may instead provide the coverage for any or all subcontractors. The Prime CONTRACTOR is fully responsible for assuring subcontractor compliance with all the insurance requirements specified herein.
- a) Workers' Compensation And Employers' Liability

Coverage Amounts

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

To Include
Other State's Coverage

b) Commercial General Liability

Limits Of Liability

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

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

c) Automobile Liability

Limits of Liability

Bodily Injury/Property Damage	Each Accident	\$1,000,000
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To Include
Coverage On All Owned, Non-owned, And Hired Vehicles

d) Umbrella Liability

Limits Of Liability

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

To Include

Occurrence Form
First Dollar Defense Coverage
Insuring Agreement Which Will Provide Excessive Protection To The Primary Coverage
(Exclusive Of Professional Liability)

e) Professional Liability

Limits Of Liability

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

To Include

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

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

24.0 INVOICING:

- 24.1 The DEPARTMENT will authorize payment, subject to the terms and conditions of the contract, upon receipt of an invoice from the CONTRACTOR.
- 24.2 The CONTRACTOR shall submit an invoice within ten (10) calendar days following the completion of contract work indicated on the "Notice to Proceed" and any additional addenda.
- 24.3 Final payment is predicated upon a service performed as deemed acceptable by the City.
- 24.4 All payments will be made on work ordered by the "Notice to Proceed", and/or approved "Change Orders" completed by the CONTRACTOR and accepted by the DEPARTMENT. It is the City's policy to pay all invoices within thirty (30) days. If the City does not make payment within forty five (45) days after receipt of properly completed supporting payment and other required contract documentation, the City shall pay simple interest beginning with the 31st calendar day

at the rate of one percent per month (unless the amount due is subject to a good-faith dispute and, before the 45th day of receipt, notice of the dispute is sent to the CONTRACTOR by first-class mail, personally delivered, or sent in accordance with the notice provisions in the contract). If there are subcontractors, consistent with s.66.0135(3), Wis. Stats., the prime CONTRACTOR must pay the subcontractors for satisfactory work within seven days of the CONTRACTOR's receipt of payment from the City of Milwaukee, or seven days from receipt of a property submitted and approved invoice from the subcontractor, whichever is later. If the CONTRACTOR fails to make timely payment to a subcontractor, the CONTRACTOR shall pay interest at the rate of 12 percent per year, compounded monthly, beginning with the 8th calendar day. Reference Common Council File No. 101137 adopted January 2011.

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

25.0 MINIMUM WAGES

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

26.0 GENERAL CONDITIONS:

26.1 Contractual Disputes

If the CONTRACTOR has a claim against the City, whether for money or other relief, the CONTRACTOR shall give written notice of intent to file a claim within forty eight (48) hours of the occurrence on which the claim is based, or the claim shall be deemed irrevocably waived. Even though a claim is intended, the CONTRACTOR shall submit an invoice for final payment within seven (7) calendar days after completion and acceptance of the work. Pendency of claims shall not delay payment of amounts agreed due in the final payment. After reviewing the facts and circumstances of the dispute, the Contract Inspector shall make a decision regarding the resolution of claims. Under no circumstances may the CONTRACTOR suspend, delay, or terminate performance pending resolution of or any action upon any claim. Rather, the CONTRACTOR shall have an affirmative and on-going obligation to diligently execute and complete all work in a timely manner pending resolution of any dispute with the City.

26.2 Supervision

Only qualified personnel shall supervise and perform services in this contract. Contract employees are prohibited from wearing any clothing with offensive or political slogans or writings, using profanity or smoking on private property. If, in the City's sole discretion, any of the CONTRACTOR'S personnel are not performing satisfactorily in the delivery of services to be furnished herein, the CONTRACTOR shall, upon notice from the City, remove any such personnel and replace them with satisfactory personnel. Furthermore, the Contract Inspector may require replacement of CONTRACTOR'S supervisory personnel on site upon written

determination that such supervisor is substantially frustrating the progress or completion of the work or any other contract obligation.

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

27.0 CANCELLATION:

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