

SPECIAL PROVISIONS

1. Under this procurement, the City of Milwaukee is divided into two (2) zones:
  1. Zone I includes all areas of the City south of North Avenue (including North Avenue), from Lake Michigan on the east to the City limits line on the west.
  2. Zone II includes all areas in the City north of North Avenue (not including North Avenue), from Lake Michigan on the east to the City limits line on the west.The bidder must have a permitted and licensed facility within each zone or within three (3) miles of the boundary of the zone.
2. The bidder may bid on Zone 1 only, Zone 2 only or both Zones 1 and 2.
3. The contractor shall treat and dispose of approximately 5,000 wet tons of City debris annually. The 5,000 ton amount is only an estimate based on City experience. The actual contract amount shall be based upon the Material Delivery Ticket (please refer to Special Provision Number 13 below). One ton is equal to 2,000 pounds. The source of the debris is primarily from the City's catch basins, which account for 80% of the total material. 15% of the debris is obtained from the cleaning of the sanitary and combined main sewers and 5% is from storm water inlets. Water content of the debris is estimated at 60%. The City has conducted limited laboratory chemical analysis of the debris from catch basins. These samples are for information only and may not be representative of all debris collected. Contractors interested in obtaining copies of the sampling results shall contact the Environmental Engineering Section at 414-286-3241.
4. The contractor shall have an established treatment facility that is presently fully licensed and permitted by the Wisconsin Department of Natural Resources (WDNR) and/or the Milwaukee Metropolitan Sewerage District (MMSD).
5. Hours of operations: The treatment facility must be able to receive the wet debris between 8:00 am and 3:30 pm Monday through Friday. Due to unpredictable emergency situations, the City may require the contractor to have the treatment facility available to receive and treat the debris on weekends, holidays and during non-business hours. The City will give the contractor a three hour notice to have the facility available during emergency conditions. The contractor shall submit to the City an emergency contact name and phone number. Based on past experience, it is anticipated that emergency conditions occur two to three times per year.
6. The Department of Public Works shall deliver the wet debris to the contractor's treatment facility. The treatment facility shall accommodate vac-cons, tri-axle dump trucks and vac-alls.
7. The contractor shall convert the wet debris into a material that will pass the paint filter test. The wet debris shall be converted to solid material by using an approved solidifying agent.

8. The contractor shall dispose of the dry material and the liquids per the Wisconsin Department of Natural Resources (WDNR), the Milwaukee Metropolitan Sewerage District's (MMSD) Rules and Regulations and all applicable local, state and federal regulations.
9. The contractor must make available at the treatment facility a wash out area for the City's vehicles, listed in number 6 above, that transports the debris.
10. The contractor shall submit copies of the most recent licenses and permits obtained from the WDNR, the MMSD or other applicable agencies. Also, the contractor shall maintain said licenses and permits current at all times. If any licensing or permitting is not renewed by the issuing agency, the contract shall become null and void immediately. Upon the expiration of a license or permit, the contractor shall supply the City with the renewed licenses or permits as soon as they become available.
11. The contractor shall supply a facility site plan for inspection, monitoring and evaluation. To assure compliance with the terms of this contract, the Department of Public Works, upon a minimum of twenty-four (24) hours notice to the contractor, shall have the right to enter the contractor's premises during normal business hours to inspect, monitor or otherwise monitor the work being performed.

12. Payments and Invoices:

A. Invoicing Requirements

On or before the fifteenth calendar day of each month, the contractor shall submit an original invoice and three copies to the Department of Public Works for the total charges for the preceding month. This invoice shall be submitted to:

Department of Public Works  
Environmental Engineering Section  
Attention: Mr. Tim Thur  
841 N Broadway, Room 820  
Milwaukee, WI 53202

Each invoice shall be divided into three parts:

1. A cover page signed by the contractor summarizing the charges by category and in total for the invoice period: and
2. A detailed summary of all work performed during the period.
3. Copies of all MDTs (See Special Provision Number 13)

B. Timely Submission of Invoices

1. Invoices submitted on or later than the sixteenth calendar day of the month in which they are due shall not be covered by the City's Prompt Payment Policy.
2. Department of Public Works staff shall process such invoices as time permits.
3. In addition, late submission of invoices more than twice in a contract year may, at the Commissioner's discretion, constitute grounds for termination.

#### C. Prompt Payment Policy

The City of Milwaukee, as a matter of policy, shall strive to pay all timely and properly completed invoices within thirty (30) days of submission.

Payment to the vendor will be deemed timely if the payment is mailed, delivered or transferred within forty-five (45) calendar days after receipt of a properly completed and undisputed invoice or receipt and acceptance of the property or service under the order or contract, whichever is later. If the City does not make payment by the sixtieth calendar day, the City shall pay simple interest beginning with the 31<sup>st</sup> calendar day at the rate of one percent (1%) per month.

13. The contractor shall be required to log the debris amounts on a "Material Delivery Ticket" (MDT). The MDT shall show the following:

- Date of delivery
- City truck number
- Time in
- Weight in (in tons)
- Time out
- Net weight (in tons)
- City truck driver's signature
- Contractor's representative signature

All contract payments shall be based on "Net Weight" shown on the MDTs.

A copy of the MDT shall be given to the City's truck driver. Copies of all MDTs shall be attached to all invoices. Where an invoice is for an emergency treatment, the MDT shall clearly indicate so.

14. Time for completion: The term of this contract shall be for one year. The contract may be renewed for successive one-year periods by mutual agreement of the parties prior to the end of the initial one-year term, or the anniversary date of subsequent renewals.