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| **2019 MUNICIPAL PARKING LOT SNOWPLOWING,**  **SALTING, AND SNOW REMOVAL**  **CITY OF FOND DU LAC WISCONSIN**  **REQUEST FOR PROPOSALS** | |
|  | logo  Prepared By:  City of Fond du Lac  Purchasing  P.O. Box 150  160 South Macy Street  Fond du Lac, WI 54936-0150  Telephone: (920) 322-3470  FAX: (920) 322-3471  [www.fdl.wi.gov](http://www.fdl.wi.gov) |

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**PARKING LOT SNOWPLOWING - GENERAL SPECIFICATIONS**

1. SCOPE OF WORK

The City of Fond du Lac is requesting bids from private Contractors to perform snowplowing and removal operations in City-owned parking lots.

1. LOCATIONS

A map showing the locations of the various lots is included with these specifications. This map also points out the designated areas where the snow is to be piled.

1. PLOWING OPERATIONS

The Contractor shall meet with the Director of Community Development prior to November 1st, to discuss the plowing operation and snow storage location of each lot, following the award of contract. **The Contractor shall note that the application of de-icing agents is a separate per event/per lot unit price.** Snow shall not be piled in any designated handicap parking stalls nor pushed up against parking meters.

It is the City’s intent to have these lots plowed whenever there is a snowfall that is measurable. For accumulated snowfalls of less than one inch, the use of salt or equivalent de-icing agent application will be acceptable. Additionally, all plowing or de-icing operations should be completed prior to 7:00 AM when possible. However, this time frame shall not preclude day-time plowing operations, if required. The decision of when to plow shall be the responsibility of the contractor. The cost for snow plowing and application of de-icing agents shall be per lot, per occurrence.

1. SNOW REMOVAL OPERATIONS

Included in the scope of work for this contract is the removal of accumulated snow stock-piles from the designated locations. The intent of this is to minimize the net parking loss in each lot. As a general rule, whenever the stockpile reaches 10% of the available parking area, snow shall be hauled away. General guidelines for each lot’s snow removal criteria shall be discussed during the initial meeting with the Director of Community Development.

All snow removed and hauled under this contract shall be transported and deposited at the City’s snow dump site. Maintenance of this dump site shall be provided by the City.

The cost for snow removal shall be per lot, per occurrence.

1. CONTRACT TERM

The term of this bid is for the 2019-2020 and 2020-2021 winter seasons. The award will be made based on pricing submitted for 2019-2020 winter season.

The awardee will be allowed to adjust their plowing pricing for the 2020-2021 winter seasons by applying the percentage of change versus the prior year in Employment Cost Index for total compensation, for private industry workers, by occupational group and industry – construction, extraction, farming, fishing, and forestry occupations found at, to the prior years price: <https://www.bls.gov/news.release/eci.t05.htm>.

Salting prices will be allowed to adjust by applying the percentage change versus the prior year in the Price, average value of bulk, pellets, and packaged salt, dollars per ton f.o.b. mine and plant: rock salt as published by the USGS in their annual publication: <https://www.usgs.gov/centers/nmic/salt-statistics-and-information>.

The prices for the 2020-2021 winter season must be sent to the Director of Community Development by August 31, 2020.

1. CONTRACT FEE

The basis of payment to the Contractor shall be “per lot” for each snowfall occurrence of plowing, de-icing agent application and removing the snow from each lot.

1. QUALIFICATION OF CONTRACTOR

The contractor must be qualified by experience, adequate financing and equipment to do the work called for in the contract. Records of prior experience as a city contractor will be considered.

1. CONTRACTOR’S CERTIFICATION

By the submission of his bid, the contractor certified that his bid is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that he has not directly or indirectly induced or solicited any other contractor to put in a false bid; that he has not solicited or induced any person, firm or corporation to refrain from proposing; and that he has not sought, by collusion or otherwise, to obtain for himself any advantage over any other contractor or over the City.

1. PREPARATION OF BID

Bids shall be completely executed by the contractor with his full signature. The contractor shall indicate whether he is an individual, partnership, joint venture, Wisconsin corporation or a foreign corporation, and enter the correct name of this contractor. The business address of the contractor shall be typed or printed on the bid. The bid shall be signed by an authorized agent. If submitted by a corporation, the bid must be signed by the President and Secretary, or by other officers authorized by a resolution of the Board of Directors with a copy of the resolution accompanying the bid.

1. DELIVERY OF BID

Each contractor shall place his bid in an envelope and deliver it to City Administrative Offices on or before the time and at the place set forth in the Notice to Contractors.

It is the sole responsibility of the contractor to see that his bid is delivered in time. Any bid received after the scheduled closing time for the receiving of bids will be returned to the contractor unopened and will not be considered.

1. WITHDRAWAL OF BIDS

Any bidder, upon his or his authorized representative's written request, will be given permission to withdraw his bid not later than the time set for opening thereof. At the time of opening of the bids, when such bid is reached, it will be returned to him unread. However no bid shall be withdrawn after opening of the bids without the consent of the Director of Community Development for a period of thirty (30) days after the scheduled time for closing bids.

1. REJECTION OF BID

Bids containing any omission, alterations of form, additions or conditions not called for, conditional or alternate bids unless called for, incomplete bids, or bids otherwise regular will be considered irregular and may be rejected. The Owner reserves the right to waive technicalities as to changes, alterations, or reservations, and make the award to the best interest of the Owner.

1. PERSONAL LIABILITY OF PUBLIC LANDS

Neither the Director of Community Development nor any of her assistants, nor any other agent of the City shall be personally responsible for any liability arising under or growing out of the Contract, or operations of the contractor under the terms of the Contract.

1. CITY NOT LIABLE FOR DELAY

It is further expressly agreed that in no event shall the City be liable or responsible to the Contractor or to any other person for or on account of any stoppage or delay in the work herein provided for by injunction or other legal or equitable proceedings, or from or by or on account of any delay for any cause over which the City has no control.

15. CONTRACTOR TO INDEMNIFY CITY

The Contractor shall expressly bind himself to indemnify and save harmless the City and all its representatives, agents and employees from all suits or actions of every kind and description when such suits or actions arise from acts, omissions, or the negligence of the Contractor, or his agents, including sub-contractors. The Contractor shall, likewise, bind himself to indemnify and save harmless the City and all its representatives, agents, and employees for or on account of any injury or damages received or sustained by the Contractor, or his agents, including subcontractors; or on account of any claim or amount recovered for royalty or infringement of patent, trademark, copyright, or on account of any claim or amount recovered under the Workmen's Compensation Law.

1. LAWS TO BE OBSERVED

The Contractor shall at all times observe and comply with all Federal and State laws, local laws, ordinance, and regulations of the Federal, State, County or City.

1. FAMILIARITY WITH LAWS AND ORDINANCES

The submission of a Bid on the work shall be considered as a representation that the

contractor is familiar with all Federal, State and local laws, ordinances and regulations which affect those engaged or employed in the work, or equipment used in the work, or which in any way affect the conduct of the work, and no plea of misunderstanding will be considered on account of ignorance thereof. If the contractor discovers any provisions in the specifications or contract documents which are contrary to or inconsistent with any law, ordinance, or regulation, he shall report it to the Director of Community Development in writing without delay.

1. TAXES

The Contractor shall pay all Federal, State and local taxes which may be chargeable against the performance of the work.

1. INSURANCE REQUIREMENTS

The Contractor shall not commence work under this Contract until he has obtained all insurance required under this heading, nor shall any Contractor allow a subcontractor to commence work on his subcontract until the same insurance has been obtained by the subcontractor. Certificates of insurance on all policies specified shall be filed with the City Risk Manager prior to commencement of work. All insurance premiums shall be the obligation of and shall be paid by the Contractor.

Insurance requirements under this heading and during the term of the Contract shall provide protection for the City, the Contractor and any subcontractor performing work covered by this project from claims for damages for personal injury, including accidental death, as well as claims for property damages, which may arise from operations under this project, whether such operation be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts such insurance shall be:

1. Commercial General Liability coverage together with excess or umbrella liability policies including coverage for Products Liability, Completed Operations, Contractual Liability and XCU coverage with the following minimum limits:
   1. Each Occurrence limit $2,000,000
   2. General aggregate limit

(other than Products-Completed Operations) $5,000,000 per project

* 1. Products – Completed Operations aggregate $2,000,000 per project
  2. Personal and Advertising Injury $2,000,000

1. Automobile Liability coverage together with excess or umbrella liability policies with minimum limits of $2,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1-Any Auto basis.
2. Workers’ Compensation as required by the State of Wisconsin, and Employers Liability insurance with sufficient limits to meet underlying excess or umbrella liability insurance requirements.
3. Property Coverage
   1. Contractor shall determine amount of coverage perils and policy form necessary to complete project should a loss of any type occur and to meet requirements of the contractor’s performance bonding company.
   2. Covered property will include property in transit, property stored on the project work sites, and property stored off the project work sites.
   3. The municipality, architect, engineer and subcontractors shall be added as loss payees to the policy.

Acceptability of Insurers. Insurance shall be placed with insurers who have a Best’s Insurance Reports rating of no less than A and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the State of Wisconsin.

The municipality, the municipality’s elected or appointed officials, and employees shall be named as additional insureds on Commercial General and Umbrella Liability policies.

STATUTORY LIMITATION OF LIABILITY

The City of Fond du Lac is a governmental entity entitled to governmental immunity under law, including Section 893.80, Wis. Stats. Nothing contained herein shall waive the rights and immunities to which each party may be entitled under law, including all of the immunities, limitations and defenses under Section 893.80, Wis. Stats., or any subsequent amendments thereof, any federal law, common law or other applicable laws.

# PROPOSAL

All proposals must be received no later than 2:00 p.m., on Friday, September 6th, 2019. Proposals may be returned via mail, fax, or email as pdf to:

City of Fond du Lac Purchasing Manager

Attention: Joshua Musack

160 S Macy Street

Fond du Lac, WI 54935

Fax: 920-322-3402

[jmusack@fdl.wi.gov](mailto:jmusack@fdl.wi.gov)

The undersigned bidder does hereby declare and agree to be bound, and to perform the work all in accordance with the terms, conditions and requirements of the foregoing Proposal, Contract and Applicable Specifications for the per lot unit fee of:

**Plowing Salting Removal**

Lot 1 per occurrence

Lot 2 per occurrence

Lot 3 per occurrence

Lot 3A per occurrence

Lot 4 per occurrence

Lot 5 per occurrence

Lot 6 per occurrence

Lot 7 \_\_\_\_\_\_\_\_ per occurrence

Lot 8 per occurrence

Lot 8A per occurrence

Lot 10 per occurrence

Lot 10A per occurrence

Lot 11 per occurrence

Lot 13 per occurrence

Lot 17 per occurrence

Lot 18 per occurrence

**Total per occurrence**

PROPOSAL SUBMITTED BY:

OWNER:

SIGNATURE:

DATE OF PROPOSAL:

COMPANY:

ADDRESS:

AFFIDAVIT OF BIDDER

STATE OF WISCONSIN )

) SS

CITY OF FOND DU LAC )

Pursuant to Section 66.29(7), Wisconsin Statutes,

(Name of person signing this affidavit)

being duly sworn, deposes and says that he is the duly authorized representative of

bidder for doing work or labor or the furnishing of material under the proposal of which

this affidavit is a part, and

That the said bidder has examined and carefully prepared his bid form, the plans

and specifications, and has checked the same in detail before submitting said proposal

or bid to the City of Fond du Lac.

(Signed by bidder or his authorized representative)

Subscribed and sworn to before me

this day of 20

NOTARY PUBLIC

My Commission Expires:

# CONTRACT

THIS AGREEMENT made and entered into this day of , 2019

by and between

party of this first part, hereinafter called the “Contractor” and the CITY OF FOND DU LAC, WISCONSIN, a municipal corporation, part of the second part, hereinafter called the “Owner”.

# W I T N E S S E T H

That the Contractor and the Owner, for the consideration herein stated, do agree as follows:

ARTICLE I. SCOPE OF WORK – The Contractor shall plow and remove snow from City-owned parking lots in the downtown area, and shall provide and furnish all labor, materials, tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner, all of the work required and contemplated by this Contract, all in strict accordance with the Specifications, the same, together with the Contractor’s Proposal to be considered and made part of this contract.

ARTICLE II. THE CONTRACT PRICE – The Owner shall pay to the Contractor for the performance of his Contract, subject to any additions or deductions

**Plowing Salting Removal**

Lot 1 per occurrence

Lot 2 per occurrence

Lot 3 per occurrence

Lot 3A per occurrence

Lot 4 per occurrence

Lot 5 per occurrence

Lot 6 per occurrence

Lot 7 per occurrence

Lot 8 per occurrence

Lot 8A per occurrence

Lot 10 per occurrence

Lot 10A per occurrence

Lot 11 per occurrence

Lot 13 per occurrence

Lot 17 per occurrence

Lot 18 per occurrence

**Total per occurrence**

The actual sum to be paid, however, will be the aggregate total determined by the work actually performed by the Contractor, calculated upon the unit prices set out in the contract.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT – This Contract shall consist of the following component parts, all of which shall be considered as fully a part of this Contract as if the same were set out verbatim, if not attached, as it attached hereto.

1. Advertisement for Bids
2. General Specifications
3. Contractor’s Proposal
4. This Instrument

The Contractor agrees to commence work under this Contract as per contract and shall prosecute the work vigorously and continuously during the life of this Contract.

This Contract is intended to conform in all respects to the applicable statutes of the State of Wisconsin, and if any part or provision of this Contract conflicts therewith, then in that event said statutes shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counter parts the day and year first above written.

FIRM NAME

In Presence Of:

PRESIDENT OR CO-PARTNER

SECRETARY OR PARTNER

SOLE TRADER

CITY OF FOND DU LAC, WISCONSIN

DIRECTOR OF ADMINISTRATION

Approved as to form:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY ATTORNEY