

FILE NO. 2011-090

**SPECIFICATIONS, PROPOSAL AND CONTRACT**

**FOR**

**MUNICIPAL**

**PARKING LOT SNOWPLOWING, SALTING**

**AND SNOW REMOVAL**

**CITY OF FOND DU LAC, WISCONSIN**

Department of Public Works  
Construction and Maintenance Division



ADVERTISEMENT FOR BIDS FOR  
MUNICIPAL  
PARKING LOT SNOWPLOWING, SALTING  
AND SNOW REMOVAL  
CITY OF FOND DU LAC, WISCONSIN  
File No. 2011-090

NOTICE IS HEREBY GIVEN that sealed bids will be received in the City Administrative Offices located on the fourth floor of the City-County Government Center, 160 South Macy Street, PO Box 150, Fond du Lac, Wisconsin, 54936-0150, until 2:00 PM, CDST on Tuesday, October 11<sup>th</sup>, 2011 at which time bids will be publicly opened and read in the City Manager's Conference room on the fourth floor:

**Municipal Parking Lot Snowplowing, Salting and Snow Removal**

The contract documents may be examined and obtained from the City Administrative Offices, 920-322-3407, Fourth Floor, City/County Government Center, PO Box 150, Fond du Lac, Wisconsin, 54936-0150.

No bid will be opened unless the **"Bidder's Proof of Responsibility"** for 2011 is filed at least five (5) days before the scheduled time for opening of bids. Reference is made to Section 66.0901(2) and (3) Wisconsin Statutes, latest edition. The Director of Public Works decision as to qualifications shall be final.

Bidder's attention is called to the fact that this contract includes a "Disclosure of Ownership" form. Section 66.0903(12)(d) of Wisconsin Statutes requires that each bidder complete this form. No bid will be considered unless the prospective bidder has completed the form entitled "Disclosure of Ownership".

All bids shall be prepared on the forms provided in the specifications and shall remain attached thereto, and shall be addressed to City Purchasing, Fond du Lac, Wisconsin. Each bid envelope shall be properly identified on the face thereof **"Municipal Parking Lot Snowplowing, Salting and Snow Removal-Sealed Bid"**. No bid shall be withdrawn for a period of thirty (30) days after opening of said bid without the consent of the Director of Public Works. The City of Fond du Lac may reject any or all bids on any basis and without disclosure of any reason. The failure to make a disclosure shall not result in accrual of any right, claim or cause of action against the City. The City also reserves the right to waive any formalities or informalities in bidding, and to select the bids that, in its opinion, will best serve the interests of the City.

Jordan J. Skiff  
Director of Public Works

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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.

### 2. 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.

### 3. PLOWING OPERATIONS

The Contractor shall meet with the Director of Public Works prior to December 1<sup>st</sup>, 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 has been changed to 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.**

### 4. SNOW REMOVAL OPERATIONS

Included in the scope of work for this contract is the removal of accumulated snow stockpiles 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 Public Works.

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.**

### 5. CONTRACT TERM

The term of this bid is for the 2011-2012 winter season.

6. 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.

7. 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.

8. 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.

9. 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.

10. DELIVERY OF BID

Each contractor shall place his bid in an envelope and deposit it with the Purchasing Assistant 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.

11. 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 Public Works for a period of thirty (30) days after the scheduled time for closing bids.

12. PUBLIC OPENING OF BIDS

Bids will be publicly opened and read on the date and at the hour and place set in the advertisement or notice to the Contractor. Bids received after the time set for the opening will be returned to the bidder unopened.

13. 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.

14. PERSONAL LIABILITY OF PUBLIC LANDS

Neither the Director of Public Works nor any of his 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.

15. 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.

16. 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.

17. 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 Public Works in writing without delay.

18. TAXES

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

## 19. INSURANCES

The Contractor shall secure and maintain, throughout the duration of the Contract and subsequent contract renewals, insurances of such types and not less than amounts as hereinafter listed.

- a. Insurance coverage will be considered acceptable when provided in one of the following methods.
  1. By issuance of the original policy designating the Contractor and the City by name as the insured parties under the provisions of the policy.
  2. By endorsement to an original policy when endorsement shall extend to the City, by name, the same coverage and protection stipulated in the paragraph above.
  3. By separate contingent policy providing the required insurance coverage for the protection of the City by name.

A duplicate original of each policy shall be furnished showing specifically the coverage and limits, together with the underwriter thereof, for approval by the City regardless of such approval by the City, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times, and his failure to do so shall not relieve him of any contractual obligation or responsibility. Failure on the part of the Contractor to maintain the insurances in full effect will be considered performance and will be treated as such by the City. Satisfactory certificates of insurance filed with the Director shall state that a mandatory ten (10) calendar days written notice will be given to the City and to the surety before any policy covered thereby is changed or canceled.

- b. Workmen's Compensation and Employer's Liability: This insurance shall protect the contractor against all claims under Workmen's Compensation Law. The Contractor shall also be protected against claim for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law.

The liability limits shall not be less than the following:

Workman's Compensation – Statutory Amount  
Employer's Liability - \$2,000,000 each accident

- c. Automobile Liability: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for the operations of all motor vehicles, whether they are owned or non-owned.

The liability limit shall not be less than the following:

Bodily Injury - \$2,000,000 each person  
Bodily Injury - \$2,000,000 each occurrence  
Property Damage - \$2,000,000 each occurrence

Auto: 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.

- d. General Liability: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to any person or damage to property of others arising out of any act or omission of the Contractor and, in addition, this policy shall specifically provide Contractor's Protective Liability Insurance, and Contractual Liability Insurance covering the obligations stipulated below. The Contractor shall provide and maintain insurance to protect the City against any and all claims for damages for personal injury, including accidental death, as well as from claims under this contract, whether such operations be by the Contractor or any of his subcontractors or by anyone directly or indirectly employed by the Contractor and his subcontractors. The general liability limits for this contract shall be not less than those of a combined single limit policy of \$2,000,000.
  
- e. Additional Insured: The City of Fond du Lac and its officers and employees shall be named as additional insured under the liability insurance required by this contract.

PROPOSAL

Administrative Offices  
4<sup>th</sup> Floor  
City/County Government Center  
PO Box 150  
Fond du Lac WI 54935

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:

<u>Plowing</u>	<u>Salting</u>	<u>Removal</u>
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 _____	_____	Not Required per occurrence
Lot 8 _____	_____	_____ per occurrence
Lot 8A _____	_____	_____ per occurrence
Lot 10 _____	_____	_____ per occurrence
Lot 11 _____	_____	_____ per occurrence
Lot 13 _____	_____	_____ per occurrence
Lot 17 _____	_____	_____ per occurrence
Lot 18 _____	_____	_____ per occurrence
Fire Station 19 _____	_____	_____ per occurrence
Fire Station 20 _____	_____	_____ per occurrence
Fire Station 21 _____	_____	_____ per occurrence
<b>Total</b> _____	_____	_____ <b>per occurrence</b>

Proposal Submitted by:

\_\_\_\_\_

Of \_\_\_\_\_

\_\_\_\_\_  
Sole Trader, or Co-Partner or Corp.

By \_\_\_\_\_

(Bidder must sign on this line)

Title \_\_\_\_\_

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

If a Corporation, answer the following:  
Incorporated under the laws of which state? \_\_\_\_\_

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: \_\_\_\_\_

# Equal Rights Division **Disclosure of Ownership**

Labor Standards Bureau

**Notice required under Section 15.04(1)(m), Wisconsin Statutes.** The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes

(1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.

(2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.

(3) This form must **ONLY** be filed, with the state agency or local governmental unit that will be awarding the contract, if **both (A) and (B) are met.**

(A) The contractor, or a shareholder, officer or partner of the contractor:

(1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.

(2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

(B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

## Other Construction Business

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

**I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.**

Print the Name of Authorized Officer

Signature of Authorized Officer

Date Signed

Name of Corporation, Partnership or Sole Proprietorship

Street Address

City

State

Zip Code

**If you have any questions call (608) 266-0028**

CONTRACT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,

2011 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".

WITNESSETH

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

<u>Plowing</u>	<u>Salting</u>	<u>Removal</u>	
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 _____	_____	Not Required	per occurrence
Lot 8 _____	_____	_____	per occurrence
Lot 8A _____	_____	_____	per occurrence
Lot 10 _____	_____	_____	per occurrence
Lot 11 _____	_____	_____	per occurrence
Lot 13 _____	_____	_____	per occurrence
Lot 17 _____	_____	_____	per occurrence
Lot 18 _____	_____	_____	per occurrence
Fire Station 19 _____	_____	_____	per occurrence
Fire Station 20 _____	_____	_____	per occurrence
Fire Station 21 _____	_____	_____	per occurrence
<b>Total</b> _____	_____	_____	<b>per occurrence</b>

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.

In Presence Of: \_\_\_\_\_  
 \_\_\_\_\_ FIRM NAME

\_\_\_\_\_ PRESIDENT OR CO-PARTNER

\_\_\_\_\_ SECRETARY OR PARTNER

\_\_\_\_\_ SOLE TRADER

In Presence Of: CITY OF FOND DU LAC, WISCONSIN

\_\_\_\_\_ CITY MANAGER

\_\_\_\_\_ CITY CLERK

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

Provisions have been made to pay the liability that will accrue under this contract.

\_\_\_\_\_ Date: \_\_\_\_\_  
 DIRECTOR OF ADMINISTRATION

Approved as to form:

\_\_\_\_\_ Date: \_\_\_\_\_  
 CITY ATTORNEY