

SPECIFICATIONS FOR SNOW AND ICE REMOVAL, PUBLIC RIGHT OF WAY
ENCROACHMENT REMOVAL AND CUTTING OF
WEEDS AND TALL GRASS ON PRIVATE PROPERTY

Purpose:

The City of Racine is seeking a vendor to pick up debris, cut weeds and grasses over nine (9) inches in height, remove brush and trees that are encroaching on public right of way and to remove snow and ice as requested for a three (3) year term on private property. This work also includes the City's required method of documentation of work completed.

Photographic Documentation:

Applies to all three scope of work sections: The Contractor will receive a list of properties to be addressed on a daily basis by accessing the CityWorks app. Contractor will be supplied with a CityWorks supervisor login that will allow the supervisor to view a report with property pictures and provide the ability to assign the properties to be addressed to various contractor crews. Contractor will also be supplied with their requested number of crew log ins. **Contractor will be required to supply all crews with either a smart phone or tablet.** The contractor's staff will be responsible for taking before and after pictures with a contractor provided smart phone or tablet within the CityWorks app within the defined property's work order and make any other required changes as directed by the City to the work order. Contractor must submit invoices that itemize costs for each property. Contractor is allowed to utilize the city's Pearl Street dump site to dispose of yard waste if needed. Contractor is allowed to bill one-half (1/2) hour of the man hour billing rate per site to allow for travel time.

Scope of Work:

WEED AND TALL GRASS REMOVAL

All weed and tall grass removal will be based on an on-call notification and shall be completed by the CONTRACTOR within three (3) working days. The CONTRACTOR shall cut all weeds and tall grasses, including trim along all site improvements including but not limited to fences, posts, trees, stumps, retaining walls, and structures, to a height NO greater than three (3) inches of the designated area on private properties in violation of City Ordinance 42-56 as designated by the City. The CONTRACTOR shall remove all debris and litter PRIOR TO MOWING that may be shred or otherwise interfere with mowing, and any debris otherwise revealed or scattered by mowing operations. Mowing patterns shall discharge grass clippings away from adjoining hardscape surfaces (sidewalk, street and driveway). Grass clippings shall be blown off of any hardscape surface (sidewalk, driveway or street PRIOR to leaving the property). Excess grass/"hay rows" shall be mulched (double cut) or removed from the property to ensure a clean fresh-mowed satisfactory appearance. The CONTRACTOR shall **cut, rake and remove** all grass clippings from all residential and commercial properties in developed areas of the City where the grass height is measured at 9-inches or higher at the time of violation posting, **and ordered by the City.**

SIDEWALK SNOW AND ICE REMOVAL

All snow and ice removal will be on an on-call notification basis and shall be accomplished by the CONTRACTOR within twenty four (24) hours of notification. The CONTRACTOR shall completely remove all snow and ice to bare pavement over the full

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length and width of the sidewalk adjacent to the specified private property in violation of City Ordinance 82-109 as designated by the City.

PUBLIC RIGHT-OF-WAY ENCROACHMENT REMOVAL

All encroachment removals will be on an on-call notification basis and shall be accomplished by the CONTRACTOR within three (3) working days of notification. The CONTRACTOR shall remove all branches and/or other vegetation in violation of City Ordinance 102-59 as designated by the City. In the case of alley and street encroachments, the CONTRACTOR shall remove all encroaching branches and/or other vegetation back to the property line and/or to a height as necessary to provide 13.5 feet of clearance directly above alley or street pavement. In the case of sidewalk encroachments, the CONTRACTOR shall remove all branches and/or other vegetation back to the property line and/or to a height as necessary to provide eight (8) feet of clearance directly above the sidewalk pavement. The CONTRACTOR shall remove all cut branches and/or other vegetation from the site.

Contractor requirements:

- Ability to remove trees, limbs or shrubs from property.
- Ability to remove weeds or grass in excess of five (5) feet in height.
- Minimum of five (5) years of commercial lawn care experience.
- Minimum of two (2) 52'' cutting width riding mowers, six (6) push mowers and nine (9) string trimmers must be available to the contractor.
- Ability to transport equipment and waste to and from the job sites.
- City of Racine reserves the right to inspect the equipment prior to award.
- Contractor must consistently demonstrate to the satisfaction of the City that sufficient equipment and personnel are available to complete the required work within the specified timeframe for all activities covered under this bid.
- City of Racine reserves the right to accept or reject any bid that is in the best interest of the City.
- Ability and equipment to properly document

Indemnity provisions:

To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the City of Racine, Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault,

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sole negligence, or willful misconduct of the City of Racine, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located. Contractor shall reimburse the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Insurance:

The Contractor shall not commence work under a contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed with the Contractor. Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Worker's Compensation and Employers Liability Insurance - The Contractor shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

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Commercial General liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA0001), covering Symbol 1 (any vehicle)

Limits -The Contractor shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the City of Racine) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability- One million dollars (\$1,000,000)for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
3. Umbrella Liability- One Million dollars (\$1,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status as respects liability arising out of activities performed by or on behalf of the Contractor; on products and completed operations of the Contractor; for premises occupied or used by the Contractor; and on any vehicles owned, leased, hired or borrowed by the Contractor.
2. The coverage shall contain no special limitations on the scope of protection afforded to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
3. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the City of Racine, its elected and appointed officials, officers, employees or authorized

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representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Racine, its elected and appointed officials, officers, employees, or authorized representatives or volunteers shall not contribute to it.

4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after sixty (60) days (or 10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Racine.

7. Such liability insurance shall indemnify the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

8. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability with a minimum of a 24 month policy extension, explosion, collapse, underground excavation, and removal of lateral support, and shall not contain an exclusion for what is commonly referred to by the insurers as the "XCU" hazards. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies satisfactory to the City of Racine, and shall have a minimum A.M. Best's rating of A-VII.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the City of Racine. At the option of the City of Racine, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Racine a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-8.

Responsibility for Work - Until the completion and final acceptance by the City of Racine of all the work under and implied by this agreement, the work shall be under the Contractor's responsibility care and control. The Contractor shall rebuild, repair, restore and make good all

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injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

Sub-Contractors - In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

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Bidder's Proposal:

I propose to perform the prescribed weed and tall grass cutting tasks on private property all inclusive all per attached specifications.

Year 1: Rate of \$ _____/man hour

Year 2: Rate of \$ _____/man hour

Year 3: Rate of \$ _____/man hour

I propose to perform the prescribed Public right of way encroachment tasks on private property all inclusive all per attached specifications.

Year 1: Rate of \$ _____/man hour

Year 2: Rate of \$ _____/man hour

Year 3: Rate of \$ _____/man hour

I propose to perform the prescribed snow and ice removal tasks on private property all inclusive all per attached specifications.

Year 1: Rate of \$ _____/man hour

Year 2: Rate of \$ _____/man hour

Year 3: Rate of \$ _____/man hour

Firm Name: _____

Address: _____

City, State, Zip: _____

Printed Name of Bidder: _____

Signature of Bidder: _____

Phone: _____

Cell Phone: _____