

LEGAL NOTICE

Proposals will be received by the Public Works Coordinator of the Village of Osceola, via email at toddwaters@myosceola.com or can be dropped off during normal business hours (8am-4pm), 310 Chieftain Street, Osceola, Wisconsin until 4:00pm on May 3rd, 2024 for:

Village of Osceola PARK MOWING

Each proposal must contain the full name or names of the party or parties making the same, with an affidavit as to interested parties, and, in the case of a corporation not chartered in Wisconsin, with a proper certificate that such corporation is authorized to do business in Wisconsin.

Copies of the instructions for proposals, form of proposals, maps and other proposal documents can be obtained via email, or by obtaining a paper copy at Village Hall 310 Chieftain Street and may be obtained without charge. Contractors should contact Todd Waters 715-417-0973 regarding any questions about the specifications or location of the work.

The Village of Osceola reserves the right to reject any and all proposals, to waive any informalities in the proposals received, and to accept any proposal that it deems most favorable.

Todd Waters, Public Works Coordinator
Village of Osceola, Wisconsin

ADV: The Osceola Sun
April 16th, 2024

I. INSTRUCTIONS

Proposals will be received by the Public Works Coordinator, Village of Osceola, Wisconsin, in accordance with the "Invitation for Proposals."

Each Proposal must contain the full name of every person or company interested in the same. Proposers are required to use the printed proposal forms that are included in this Proposal packet. Proposers shall also state in their proposal the maximum number of calendar days after award of contract for delivery.

The Village of Osceola reserves the right to waive any informality in Proposals at its discretion and reserves the right to reject any and all Proposals.

A contract shall be awarded to the lowest and best proposer as soon as practicable after opening of Proposals, subject to the reservations of the preceding

The Village of Osceola is an Equal Opportunity Employer and prohibits, in accordance with the law, discrimination on the basis of race, color, religion, sex, national origin, age, or handicap. Minority Business Enterprises, Women Business Enterprises, and Small Business Enterprises shall be afforded full opportunity to submit Proposals or proposals for this project.

Even when Federal Funding is not involved, the Contractor, during the performance of its contract, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or handicap. The Contractor will take appropriate action to ensure that applicants are employed without regard to their race, color, religion, sex, national origin, age, or handicap. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Comprehensive general liability insurance for bodily injury and death in the amount not less than ONE MILLION DOLLARS (each person)/ONE MILLION DOLLARS (each accident) (\$1,000,000/\$1,000,000); property damage insurance in an amount not less than TWO HUNDRED FIFTY THOUSAND DOLLARS (each occurrence)/TWO HUNDRED FIFTY THOUSAND DOLLARS (aggregate) (\$250,000/\$250,000); and TWO THOUSAND DOLLARS (\$2,000) in Med/Pay Insurance. The insurer shall certify that in the event of cancellation or material change of the insurance, at least ten (10) days written notice of such cancellation or material change shall be given the Village. The Village of Osceola shall be covered by said Insurance as a co-insured party.

II. GENERAL CONDITIONS

SUBMITTAL OF PROPOSALS

Proposals for the 2024 PARK MOWING PROGRAM will be received by the Public Works Coordinator, Village of Osceola, Wisconsin until 4pm on Friday May 3rd, 2024. Proposals may be dropped off, mailed to P.O. Box 217 310 Chieftain Street, Osceola, WI 54020-0217, faxed to 715.294.2210, or emailed to toddwaters@myosceola.com All faxed Proposals should be followed up with an executed original of the Proposal document.

PROPOSAL FORMS

Each proposal shall be made on the attached "Proposal Forms" which shall be signed with the full name and address of the proprietorship, partnership, or corporation submitting it. The proposal of the proprietorship shall be signed by the owner, a partnership by one of the general partners, a corporation by a duly authorized officer thereof stating his title. No proposal may be withdrawn after delivery to the Village Public Works Coordinator. Proposer may at his discretion, add other pertinent facts or data that he might deem desirable, but his proposal must be on the proposal form.

CONSIDERATION OF PROPOSALS

The right is reserved to reject any or all proposals, including alternates, to waive technicalities or to advertise for new proposals, if in the judgment of the awarding authority the best interests of the Village will be promoted thereby.

AWARD OF CONTRACT

The award of the contract, if it were awarded, will be made within thirty (30) calendar days after the opening of proposals to the lowest and best proposer complying with all the requirements prescribed. In no case will an award be made until all necessary investigations are made as to the responsibility of the proposer to whom it is proposed to award the contract. The successful proposer will be notified, by letter mailed to the address shown in the proposal, that his proposal has been accepted and that he has been awarded the contract.

CANCELLATION OF AWARD

The Public Works Coordinator reserves the right to rescind the award of any contract at any time before the execution of said contract by all parties without any liability against the Village.

CONTRACTOR'S INSURANCE

The Contractor shall take out and maintain during the life of the contract, such Public Liability (Bodily Injury and Property Damage) Insurance as shall protect him and any subcontractor performing work covered by the contract from claims for damages, for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the contract, whether such operation be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall maintain coverage of the types and in the amounts as specified below. Proof of such insurance coverage shall be evidenced by submitting a certificate of insurance.

The amounts of such insurance shall be as follows:

Bodily Injury Liability

Each Person	\$	1,000,000
Each Accident	\$	1,000,000

Property Damage Liability

Each Accident	\$	250,000
Med Pay	\$	2,000

Such insurance shall remain in full force and effect during the life of the contract.

QUALIFICATION OF PROPOSER

The proposer must furnish information relative to the facilities, ability, and financial resources available for the proper fulfillment of the work on the form attached hereto and which is made a part of the Proposal documents.

PUBLIC WORKS COORDINATOR

Whenever the term "Public Works Coordinator" is used herein, the same shall mean the Public Works Coordinator of the Village of Osceola or his duly authorized agent.

SCHEDULING

The contractor shall submit his schedule for work to be performed, which must meet with the approval of the Public Works Coordinator. All work on this contract, unless otherwise stated on the plans or in these specifications, will be limited to the daylight hours, except in cases of emergency, and then may be performed only if permission is obtained from the Public Works Coordinator and adequate lighting facilities are used.

TIME FOR COMPLETION

Work on this contract shall commence within the number of days specified on the Proposal form from the date of notice of authorization to proceed.

COORDINATION OF PLANS, SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND SPECIAL PROVISIONS

The contractor shall take no advantage of any apparent error or omission in the plans or specifications. In the event the contractor discovers such an error or omission, he shall immediately notify the Public Works Coordinator. The Public Works Coordinator will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

AUTHORITY OF THE PUBLIC WORKS COORDINATOR

The Public Works Coordinator will decide all questions that may arise as to the quality and acceptability of materials furnished, work performed, and rate of progress. He will decide all questions that may arise as to interpretation of the plans, specifications, and other contract documents. He will decide all questions as to the acceptable fulfillment of the contract on the part of the contractor.

LAWS TO BE OBSERVED

The contractor shall keep fully informed of all Federal, State and local laws, ordinances, and regulations and all orders and decrees of authorities having any jurisdiction or authority, which, in any manner, affect those, engaged or employed on the work, or which, in any way, affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Village and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees.

The contractor agrees that, in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, sex, creed or color, discriminate against any citizen of the United States in the employment of labor or workers who are qualified and available to perform the work to which the employment relates.

No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, sex, creed, or color.

EXTRA COST

If the contractor claims that any instructions by drawings or otherwise involve extra cost under this contract, he shall give the Public Works Coordinator written notice thereof within ten (10) days' time after receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life of property, and the procedure then shall be as provided for changes in the work. No such claim shall be valid unless so made.

SCOPE OF PAYMENT

The Village will make monthly payment for all work performed in accordance with this proposal. The contractor shall receive and accept compensation provided for in the proposal as full payment for furnishing all materials and equipment for performing all work under the contract in a complete and acceptable manner and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof.

NON PERFORM WORK

The quantity of work set forth herein is subject to budgetary constraints and the Village reserves the right to modify the work or non-perform any part of or all of the work upon notice to the Contractor. The Village may vary the amount of work contained herein as may be mutually agreed to by the Contractor. No allowance will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly from such alterations, or indirectly from unbalanced allocation of overhead expense on the part of the Proposer and subsequent loss of expected reimbursement therefore or from any other cause.

III. DETAIL SPECIFICATIONS

1. DESCRIPTION OF WORK:

a. **WORK TO BE ACCOMPLISHED** - The Contractor shall furnish all labor, tools, materials, equipment, and supervision necessary for the performance of all operations incidental to the initial cleanup and mowing of the parks in a neat and orderly appearance. The frequency and performance of the work will be in accordance with the detailed specifications as set forth in this contract. The work shall be performed in accordance with the prescribed frequency from May 15th, 2024 through September 30, 2024. If additional mowing is necessary after September 30, 2024 the mowing shall be performed at the direction of the Public Works Coordinator at the cost provided in the proposal.

b. **LOCATION OF WORK** – A detailed map of each mowing area is also provided.

2. GENERAL INSTRUCTIONS:

a. All debris that will interfere with cutting operations (such as wire, bottles, rocks, tin cans, sticks, paper, and litter) shall be cleared from the area prior to beginning operations for the initial mow and all subsequent mowing. Accumulated trash and debris will be removed, hauled away from the Village property, and properly disposed of.

b. The cutting edges of all mowing equipment used in performance of work shall be kept in sharp condition. Bruising or rough cutting of grass will not be accepted.

c. Mowers shall be of a type that causes clippings to be distributed evenly over the cut area.

d. **Working Hours:** Working hours for the Contractor in areas A, D, E, and F will be from 7:30 a.m. through 5:00 p.m. Monday through Friday. The Contractor will be permitted to work on Saturdays, Sundays, legal public holidays or other than normal working hours in areas B, C, G, and H.

e. The boundaries of the mowing areas that cannot be easily defined will be marked with wooden stakes.

f. Care must be taken when mowing and trimming around trees so the bark is not damaged.

g. The contractor shall inform the Public Works Coordinator each Monday of the work performed the previous week.

3. GRASS CUTTING AND TRIMMING

a. Performance: The grass shall be mowed in accordance with the following schedule. The grass in area D, E, and F shall be mowed to a height of 3". The grass in areas A, B, C, G, and H shall mowed to a height of 3.5". Grass adjacent to buildings, utilities, trees, or fences, uncut by larger mowers, shall be cut by smaller mowers. This does not constitute trimming.

Location		Mowing May 15 – July 31	Mowing August 1 – September 30
A	Gateway Park	Bi-weekly	Monthly
B	CTH M detention basin	Monthly	Monthly
C	Industrial Park lot	Monthly	Monthly
D	Smith Park	Weekly	Bi-weekly
E	Smith Ave. lot	Weekly	Bi-weekly
F	Oakey Park	Weekly	Bi-weekly
G	Education Ave r-o-w and area of Schillberg park north of canteen building including both sides of paved trail to Prospect Ave	Weekly	Bi-weekly
H	Schillberg Park – North	Weekly	Bi-weekly

Notes:

- **F** – The area within the ballfield fence is not included in the mowing proposal
- **G** – Only a 5' strip should be mowed on the north side of the Education Ave. walkway in the areas adjoining the pond. This remaining area between the pond and the mowed area should remain natural in an effort to curb the goose population.

b. Trimming: Each time the grass of an area is mowed; all grass shall be trimmed even with the edges of all curbs, sidewalks, and driveways. Grass, brush, weeds, and other vegetation growing beside walls, guy wires, poles, shrubs, trees, foundations, garbage can pads, fire hydrants, or any object within the designated areas shall be cut to a height consistent with the adjoining turf areas.

VILLAGE OF OSCEOLA - BID FORM

Mark Envelope: **2024 PARK MOWING**

To the Public Works Coordinator:

The Subscriber hereby proposes to furnish the following hereinafter named, in accordance with the provisions of the bidding document of which this forms a part:

Location		Total price per location May 15 – September 30	Price per additional mowing(s) after September 30
A	Gateway Park		
B	CTH M detention basin		
C	Industrial Park lot		
D	Smith Park		
E	Smith Ave. lot		
F	Oakey Park		
G	Education Ave r-o-w and area of Schillberg park north of canteen building including both sides of paved trail to Prospect Ave		
H	Schillberg Park – north		

TOTAL BID PRICE

Bid Price in words: _____

Number of Calendar Days to Complete Project from Notice to Proceed: _____

Executed at: _____ this _____ day of _____, 2024.

By _____ Title _____
 (Company) (Owner, Partner, or Corporate Officer)

 (Name) (Street Address)

 (Phone) (Village, State, Zip)

(Federal I.D. No.)

**INFORMATION SHOWING QUALIFICATIONS
OF PROPOSER**

The undersigned states that the names and addresses of persons interested as principles in this proposal are as follows: (Write first name in full). If a partnership or corporation, give the names and address of all partners or officers:

The Proposers also states on the line below, if a corporation, the name of state in which incorporated and the date of said incorporation.

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The undersigned states that they are citizen(s) of the United States and that all the partners, officers, or principals interested herein are citizens of the United States, except (give full name and addresses):

The undersigned offers the following information relative to the facilities, ability and financial resources available for the fulfillment of the Contract is such be awarded to him.

FACILITIES: That he or they own and have available for immediate use on the proposed work the following plant and equipment:

ABILITY: That he or they have performed the following work (give location, kind, size or cost, and reference to name and address of client and engineer):

FINANCIAL RESOURCES: That information relative to his or their financial resources can and may be obtained from the following (give name, business and address):

LISTING OF SUB-CONTRACTORS

The undersigned offers the following information relative to the sub-contractors he intends to use on this contract if such be awarded to him.

1. Description of Work to be Sublet:

Name and Address of Subcontractor:

2. Description of Work to be sublet:

Name and Address of Subcontractor:

3. Description of Work to be sublet:

Name and Address of Subcontractor:

4. Description of Work to be sublet:

Name and Address of Subcontractor:

Signature of Proposer: _____

By: _____

Title: _____