

**THE CITY OF KENOSHA, WISCONSIN
CONTRACTED SERVICES FOR
BOARDING UP AND SECURING ACCESSIBLE PROPERTIES**

PROPOSAL NOTICE NO. 10-20

INSTRUCTIONS TO PROPOSERS

Issued: October 20, 2020

Sealed proposals will be accepted by the City of Kenosha, in the Department of Finance, Room 208, Municipal Office Building, 625 - 52nd Street, Kenosha, WI, until:

Thursday, November 12, 2020 at 2:30 P.M.

for contracted services to secure and board-up accessible buildings on an as needed basis. Departments included in the scope of this request are the Fire Department, Police Department, City Development, and City Inspections.

Proposals must be submitted sealed, on City forms, legible and fully complete in all respects, with sealed proposal showing the date, time of deadline and the proposal notice number. Proposals received after the date and time of the deadline will not be considered. Proposal forms must be signed and dated. No faxed or other electronically communicated proposals will be considered.

The City reserves the right to accept or reject any or all proposals and to accept any proposal(s) considered the most operationally advantageous to the City of Kenosha.

Term of contract covers January 1, 2021 through December 31, 2021 and includes two additional one (1) year increments which would be automatically effective unless notice is otherwise provided no less than ninety (90) days prior to the end of the calendar year.

The Contractor shall properly protect the work and shall hold the City of Kenosha harmless from all damages to all persons and property occurring in any way by its acts, neglect or those of his or her agents, employees or workers.

Contractors to provide hourly rates for time frames they wish to be considered for:

Normal hours: Monday through Saturday for the hours of 7:30 A.M. through 4:30 P.M.

On time and one half basis: Monday through Friday from the hours of 4:31 P.M. through 7:29 A.M., Saturday from 4:31 P.M. through 11:59 P.M., and all day Sunday.

Double time basis: Limited to holidays only.

City Development and City Inspections will request board-up services throughout the year. All board-ups by these Departments would be requested during regular business hours.

The Fire and Police Department calls are often emergency-type calls that occur at non-business hours.

The work would call for a response time from receipt of call by the City representative requesting the action, to being on-site at the subject location, preferably within thirty (30) minutes of elapsed time, but no more than forty-five (45) minutes.

Contractors shall be fully insured in accordance with the limits delineated in these specifications. A copy of current certificate of insurance shall be submitted with the proposal. A certificate of insurance, naming the City of Kenosha as an additional insured will be required from the successful contractor.

All work shall be performed in accordance with the guidelines and requirements contained in the guidelines, requirements and specifications.

Contractor shall provide contact person's name and telephone number for use during non-regular business hours.

The City of Kenosha is exempt from Federal Excise Tax and State Sales Tax and proposals should be made exclusive of these taxes. A Tax Exemption Certificate and/or Tax Exemption Registry Number will be furnished to the successful proposer.

Inquiries can be addressed to Zohrab Khaligian, City Development at 262-653-4041.

**CONTRACTED SERVICES FOR BOARDING UP AND SECURING ACCESSIBLE
PROPERTIES
PROPOSAL NOTICE NO. 10-20
GUIDELINES, REQUIREMENTS AND SPECIFICATIONS**

1. Doors and windows to be boarded will depend upon the circumstances of each location. Properties will be boarded and secured per the direction of the City representative on the scene or at the direction of the Directors or their designees for City Development or City Inspections. (hereinafter collectively referred to as "Code Official").
2. Boards shall be cut to fit door and window openings and screws at least two inches (2") in length, and shall be used to fasten boards to a structure. One half inch (1/2") or three quarter inch (3/4") plywood shall be used.
3. If doors are boarded at grade level, at least one door shall be maintained with locks and hinges to permit entry for inspection purposes and ingress to the property by authorized personnel.
4. The plywood shall be painted per the specifications below.
5. Screening or alternate methods of boarding may be permitted when approved by the Code Official.
6. The Contractor shall notify City Development or City Inspections within eight (8) business hours of every board-up. The Contractor shall provide the code official with the following information: 1) the address of the board-up, 2) the time of the board-up, 3) the name of who authorized the board-up and for what reason, and 4) a detail of what board-up work consisted of.
7. All invoicing for board up services shall be submitted to City Development or City Inspections within five (5) business days of the work being completed.
8. All invoicing shall clearly delineate and quantify its labor costs separately from material costs. The City requires an invoice for each property boarded. Invoices shall be submitted on a weekly basis and shall be accompanied by a two (2) sided work report. The first side must include the address of the property, the date work was ordered on the property, a description of the work performed, time-in, time out, the cost of the job and the name and contact number for the foreman who oversaw the work. The second side of the report shall include colored- before and after photographs, date stamped, that evidences the scope of work that was completed. The Contractor maybe required to attend City Finance Committee meeting(s) and / or Common Council meeting(s) should a charge be disputed.
9. Should a lock and hasp be used in the board-up process, submitted invoices shall note the City representative who was given custody of the key(s).
10. The City of Kenosha, at its discretion, may pay the equivalent of one (1) man hour at the regular hourly rate, if the contractor gets called to the site but is later dismissed without performing the board up work, through no fault of the Contractor.
11. Paint Specifications for the City of Kenosha Board-Ups.
Product line that provides exterior low odor, low VOC, low temperature applicability,

durability, flexibility and resistance to mold or mildew.

Color: Gray or White
Finish: Flat
100% Acrylic Latex
Lifetime warranty

12. Insurances: Contractors shall carry the insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin and having a minimum AM Best Financial Strength Rating of A- or higher:
 - a. Commercial General Liability:

General Aggregate:	\$2,000,000
Each Occurrence:	\$1,000,000
 - b. Automobile Liability (owned, non-owned, leased):

Combined Single Limit:	\$1,000,000
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 - c. Worker's Compensation (Statutory Limits):

Employer's Liability:	
\$100,000	Each Accident
\$100,000	Disease, Each Employee
\$500,000	Disease, Policy Limit
 - d. Umbrella Liability:

\$2,000,000	over the primary insurance coverage listed above.
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 - e. Certificate of Insurance: The insurance coverages listed above shall be verified by a Certificate of Insurance issued to the City of Kenosha as Certificate Holder and shall provide that should any of the prescribed policies be canceled before the expiration date thereof, the issuing insurer will mail thirty (30) days written notice to the Certificate Holder.
 - f. Additional insured: The City of Kenosha shall be named as an additional insured with respect to insurance coverage(s) listed at 12.a., 12.b., and 12.d. shall be provided with an additional insured endorsement certifying that the City of Kenosha is an additional insured with respect to the insurance coverage(s) listed above.
13. The contract will call for a response time from receipt of call by the City- representative requesting the action, to being on-site at the subject location, of no more than forty-five (45) minutes of elapsed time and thirty (30) minutes being preferable.
14. Additional work above and beyond board-up services maybe requested by the Code Official. This additional scope of work could include but not be limited to covering up and/or removing graffiti, mitigating hazards, etc. In cases such as this, the Contractor shall provide an estimate of cost to the Code Official for the agreed-upon scope of work. Upon the approval of the Code Official, the Contractor will perform the work and invoice the City at the agreed-upon cost.

**CONTRACTED SERVICES FOR BOARDING UP AND SECURING ACCESSIBLE
PROPERTIES
PROPOSAL NOTICE NO. 10-20**

PROPOSAL

City of Kenosha
Municipal Building
Finance Dept. Room 208
625 52nd Street
Kenosha, WI 53140-3480
Phone: (262) 653-4186

Finance Department:

We hereby propose to secure and board-up accessible buildings on an as needed basis for City Development, City Inspections, the Fire and Police Departments at the following firm prices, for the period January 1, 2021 through December 31, 2021.

Price per hour

Regular Hourly: \$ _____
Monday through Saturday:
7:30 A.M. through 4:30 P.M.

Time and one half: \$ _____
Monday through Friday:
4:31 P.M. through 7:29 A.M.,
Saturday:
4:31 P.M. through 11:59 P.M. and
all day Sunday

Double time:
Holidays \$ _____

We can supply manpower during the hours considered 1 1/2 hour basis? Yes ____ No ____

We can supply manpower during the hours considered double time? Yes ____ No ____

Response time after notification: _____ minutes

Contact person's name and telephone number during regular hours:

Name: _____ Telephone: () _____

Contact person's name and telephone number after normal working hours and on holidays:

Name: _____ Telephone: () _____

Copy of Certificate of Insurance included? Yes ____ No ____

Is the Contractor submitting a proposal a minority owned business? Yes ____ No ____

Comments:

Payment terms: ____% ____ days, Net ____ days

Respectfully Submitted,

Firm: _____

Signature: _____

Print Name: _____

Address: _____

Telephone : _____

Fax: _____

E-mail: _____

Date: _____

CONTRACTUAL ACCESSIBLE PROPERTY BOARD-UP SERVICES AGREEMENT

By and Between

**THE CITY OF KENOSHA, WISCONSIN
A Municipal Corporation
(Through City Development and City Inspections)**

And

_____.

THIS AGREEMENT, made and entered into by and between the CITY OF KENOSHA, WISCONSIN, a municipal corporation of the State of Wisconsin, through City Development and City Inspections, hereinafter referred to as "CITY", and _____, whose principal place of business is located at _____, _____, _____, herein referred to as "CONTRACTOR".

WITNESSETH:

The above parties, in consideration of the mutual promises, covenants and agreements as hereinafter set forth, do hereby agree as follows:

1. **CONTRACTOR SERVICES.** CONTRACTOR shall furnish all supervision, labor, equipment, tools, materials and supplies, as necessary to provide comprehensive services including, but not limited to, securing and boarding-up accessible buildings; covering and removing graffiti; and mitigating potential hazards on an as needed basis as determined by CITY representatives.

2. **TERM.** The term of the Agreement is January 1, 2021 through December 31, 2021. If mutually agreeable to both parties, provided Contractor is not in default, Agreement can be extended for an additional two (2) years awarded in one (1) year increments, at the rates defined in Paragraph 6. This Agreement will automatically extend into the annual increments unless a party hereto provides notice to the other of its intent not to extend the Agreement no less than ninety (90) days prior to the end of the calendar year.

3. **PROPERTY MAINTENANCE GUIDELINES:** Doors and windows to be boarded will depend upon the circumstances of each location. Properties will be boarded and secured per the direction of the Code Official. "Code Official" will mean the Director or the Director's designee for the Department of City Development, Department of City Inspections or a representative of the City's Police Department or Fire Department. Boards will be cut to fit door and window openings and screws at least two inches (2") in length, are to be used to fasten boards to a structure. One half inch (1/2") or three quarter inch (3/4") plywood is to be used. If doors are boarded at grade level, at least one door is to be maintained with locks and hinges to permit entry for inspection purposes and ingress to the property by authorized personnel. The plywood used for the board-ups will be painted with a flat finish, 100% Acrylic Latex, exterior, low odor, low VOC, mold/mildew resistant paint that has low temperature applicability, durability and flexibility. The paint color will be gray or white. Screening or alternate methods of boarding may be permitted when approved by the CITY.

4. **NOTIFICATION.** CONTRACTOR will notify the Code Official within eight (8) hours of any performed board-up or other response. In this notification, CONTRACTOR will provide 1) the address of the board-up and/or other response, 2) the time of the response, 3) the name of CITY designee who

authorized the response, if not the Department of City Development or Department of Inspections Directors, 4) the reason for the response and 5) a detailed description of what work the response consisted of.

5. **INSURANCE.** CONTRACTOR prior to performing work and during the Agreement term, will procure and maintain, during the Term of this Contract, insurance policies, as hereinafter specified issued by a Company authorized and licensed to do business in the State of Wisconsin having a minimum AM Best Rating of A-. The insurance policy, other than the workers compensation plan, will name the CITY as an additional insured and contain a clause that in the event any policy issued is canceled for any reason, or any material changes are made therein, the CITY will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. CONTRACTOR prior to executing this Contract, will furnish: (a) Certificate of Insurance(s) and endorsement(s) indicating compliance with this Section, including naming CITY as "additional insured", and (b) proof of payment of premium to CITY. If for any reason, the insurance coverage required herein lapses, CITY may declare this Contract null and void as of the date that no valid insurance policy was in effect. Throughout the duration of this Contract, certificates of policy renewals will be furnished to CITY within five (5) days of any such request. Should CONTRACTOR fail to furnish, deliver and maintain such insurance coverage as provided herein, CITY may terminate this Contract. The failure of CONTRACTOR to take out and maintain the required insurance shall not relieve CONTRACTOR from any liability under this Contract.

The following insurance coverages must be in effect and continue in effect during the term(s) of this Contract, in not less than the following amounts:

- a. Commercial General Liability: General Aggregate- Two Million (\$2,000,000) Dollars; Each Occurrence - One Million (\$1,000,000) Dollars.
- b. Automobile Liability: Single Limit- One Million (\$1,000,000) Dollars.
- c. Excess Umbrella Liability: Two Million (\$2,000,000) over primary insurance coverage.
- d. Workers Compensation: Statutory limits as required by the State of Wisconsin.

6. **PAYMENT:** The CITY shall pay to the CONTRACTOR, a rate of _____ Dollars (\$_____) per hour for any board-up response required Monday through Saturday between the hours of 7:30 A.M. through 4:30 P.M. The hourly rate for a required board-up response Monday through Friday, 4:31 P.M. through 7:29 A.M., Saturday from 4:31 P.M. through 11:59 P.M. or all day Sunday shall be _____ Dollars (\$_____). The hourly rate for a required board-up response on a designated holiday shall be _____ Dollars (\$_____). For purposes of this agreement, designated holidays shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The CITY, at its discretion, may pay the equivalent of one (1) man-hour at _____ Dollars (\$_____), if CONTRACTOR is called to a location but is later dismissed without performing said work, through no fault of the CONTRACTOR. In the case that the CONTRACTOR performs work above and beyond the scope of securing and boarding-up a property, which could include but not be limited to removing graffiti, covering graffiti or mitigating a identified hazard, CONTRACTOR shall provide an estimate of cost to the CITY representative for the agreed-upon work.

7. **INVOICING AND REPORTING.** All invoicing for board up services and any other authorized response will be submitted to City Development or City Inspections within five (5) days of the work being completed. All invoicing shall clearly delineate and quantify its labor costs separately from material costs. The City requires an invoice for each property where work was performed. Invoices will be submitted on a weekly basis and will be accompanied by a two (2) sided work report. The first side must include 1) the address of the property, 2) the date work was ordered on the property, 3) a

description of the work performed, 4) time-in, 5) time out, 6) the cost of the job and 7) the name and contact number for the CITY representative who authorized or oversaw the work. The second side of the report will include colored, before and after photographs, date stamped, evidencing the scope of work completed. Should a lock and hasp be used in the work process, submitted invoices will note CITY representative who was given custody of the key(s). Attendance of the CONTRACTOR at CITY Finance Committee or it's Common Council is required should Code Official request CONTRACTOR's presence.

8. INDEPENDENT CONTRACTORS, WORKERS' AND UNEMPLOYMENT COMPENSATION. CONTRACTOR acknowledges that it is an independent contractor and that its employees and agents are not the employees of the CITY for purposes of Worker's and Unemployment Compensation or any other purpose. CONTRACTOR shall be responsible for Worker's and Unemployment Compensation with respect to its employees.

9. PERFORMANCE. CONTRACTOR shall be on site no later than forty-five (45) minutes from receipt of call from CITY. Should CONTRACTOR encounter circumstances making compliance with that time requirement problematic, CONTRACTOR shall promptly contact the appropriate Code Official to notify the Code Official of the delay and reason(s) therefore. Should CITY, in its sole discretion, determine that the reason(s) for the delay are inadequate, CITY shall have the right to withhold payment or portion thereof due CONTRACTOR.

10. METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES. The CONTRACTOR shall select such methods and equipment for the performance of all operations connected with the work as will assure professional quality of the work and a rate of progress which will assure the timely completion of the work. The CONTRACTOR is responsible for furnishing all labor, equipment, material, consumables and supplies required to perform the work.

11. CONTRACTOR'S EMPLOYEES AND AGENTS. The CONTRACTOR, at all times work is being performed, shall assign an employee or agent on the work site to be the person to whom the CITY may furnish instructions or orders, or make inquiries of at all times when work is being performed. The name of such employee or agent shall be submitted to the CITY, in writing, upon commencement of the work.

12. INDEMNITY AND HOLD HARMLESS. CONTRACTOR agrees to defend, indemnify and hold harmless, the CITY and its officers and employees, against any or all losses, claims, damages, costs, expenses, judgments, settlements, attorney fees and court costs which any of them may sustain or incur should any person or party suffer death, personal injury or property loss or damage as a result of any act or omission of CONTRACTOR or its officers, employees, or agents, or as a result of CONTRACTOR failing to abide by terms of this Agreement.

13. OFFSET. CITY may withhold from any payment due and owing CONTRACTOR, an amount sufficient to cover any loss or cost incurred by CITY as a result of any breach of this Agreement by CONTRACTOR, to include, but not be limited to, property damage or loss.

14. ASSIGNMENT. CONTRACTOR agrees not to assign this Agreement to any other person or entity without the written consent of CITY.

15. LAWS, RULES AND REGULATIONS. Services under this Agreement shall be performed in accordance with applicable Federal, State, and CITY laws, rules and regulations.

16. AMEND IN WRITING. This Agreement and its terms, provisions, covenants and conditions may not be amended, changed, altered, modified or waived except by an express instrument in writing signed by both parties.

17. MERGER. The documents contained in the Proposal are incorporated herein and are made a part of this Agreement. To the extent any conflict exists between the Agreement and Proposal, this Agreement shall control.

18. AMEND IN WRITING. This Agreement and its terms, provisions, covenants and conditions may not be amended, changed, altered, modified or waived except by an express instrument in writing signed by both Parties.

19. NOTICE. Any notice required to be given to any party to this Agreement shall be in writing and delivered personally or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail,

a. If to the Director of City Development

City Development
Municipal Building, Room 308
625 52nd Street,
Kenosha, Wisconsin 53140

If to the Director of City Inspections

City Inspections
Municipal Building, Room 100
625 52nd Street
Kenosha, WI 53140

With a copy to:

City Attorney's Office
Municipal Building, Room 201
625 52nd Street,
Kenosha, Wisconsin 53140

Department of Finance
Municipal Building, Room 208
625 52nd Street,
Kenosha, Wisconsin 53140

b. If to CONTRACTOR:

Signature pages follow

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement on the dates below given.

CITY OF KENOSHA, WISCONSIN
A Wisconsin Municipal Corporation

CITY INSPECTIONS

By: _____
Director of City Inspections

Date: _____

CITY DEVELOPMENT

By: _____
Director of City Development

Date: _____

CONTRACTOR

By: _____
Contractor

Date: _____