

**CITY OF KENOSHA
REQUEST FOR PROPOSAL
PROPERTY MAINTENANCE SERVICES
PROPERTY STANDARDS
PROPOSAL NOTICE # 02-22**

NOTICE TO CONTRACTS

Issued: February 8, 2022

The City of Kenosha, Wisconsin to solicit Request for Proposals (RFP) from qualified Landscaping Service Contractors for the provision of requisite labor, equipment, tools, materials and supplies for comprehensive Property Maintenance Services for private properties found to be in violation of the City of Kenosha's **property standards ordinances 16.17 F & G**. Work shall include but not be limited to the following scope of work: cutting weeds and grass in violation of City weed ordinances; trimming trees, and bushes or plantings that encroach upon public rights-of-way and/or create vision obstructions; clearing. All work performed under this Contract will be in strict accordance with the specifications, grass cutting standards, terms, conditions and all applicable City ordinances.

1.0 DEADLINE: Fully completed Proposals shall be sealed and will be accepted by the City of Kenosha, Wisconsin, in the Department of Finance, Municipal Office Building, Room 208, 625-52nd Street, Kenosha, Wisconsin, until **2:30 p.m. on Friday, March 11, 2022**.

2.0 PRE-SUBMISSION CONFERENCE: A pre-submission conference will be held at **11:00 A.M., Tuesday, February 22, 2022** in Room 202 of the Municipal Office Building, 625-52nd Street, Kenosha, WI. 53140. For Contractors interested in submitting a proposal. The sole purpose of the Conference is to reiterate what the requirements and service expectations of the contract will be, and to have municipal staff available to answer any contractor questions. Contractors are advised to become familiar with all terms and conditions, instructions, standards and specifications governing this proposal. Once an award has been made, failure on the part of the contractor not to fully understand all of its provisions shall not be cause to alter the original contract or to request additional compensation.

3.0 FORM: Proposals and ancillary information must be submitted on required form(s) and returned in a sealed envelope marked with the project name. Responses received after the deadline will not be considered.

Signatures and dates will be necessary wherever required. Any faxed proposals or other electronically-communicated submission will not be accepted or considered.

4.0 STANDARDS FOR ACCEPTANCE/REJECTION: The City of Kenosha reserves the right to award the Contract to the most qualified, responsive contractor, who will, in the City's determination, provide the highest level of professional service. The City also reserves the right to reject any or all responses, or to accept any portion or portions of any response(s) or to award in whole or part, whichever is the most cost-advantageous to the City of Kenosha. The City also reserves the right to reject unqualified proposers, to designate an alternate proposer to be awarded the contract should the selected proposer fail to promptly execute the Contract, or upon being awarded a Contract, fail to properly perform contractual services on a timely basis and/or in an inefficient manner.

4.1 The City of Kenosha will evaluate proposals based upon the following factors:

- 4.1.1 Qualifications and capabilities;
- 4.1.2 Current and anticipated workload(s);
- 4.1.3 Equipment and Implement Inventories;
- 4.1.4 Evidences of requisite Insurance Coverage (Section 6.0);
- 4.1.5 References in similar contracts and;
- 4.1.6 Cost.

5.0 CONTRACT REQUIRED: Contractor selected to perform said work will be required to execute a Contract and related documents on City forms as a condition of performing said work.

6.0 INSURANCE: Insurance from a company licensed to do business in the State of Wisconsin and having a minimum AM Best Financial Strength Rating of "A" or better with the following limits:

- 6.1 Commercial General Liability Bodily Injury:
 - \$1,000,000.00 Each Occurrence
 - \$2,000,000.00 Aggregate
- 6.2 Automobile Liability (owned, non-owned, leased)
 - \$1,000,000.00 Combined Single Limit
- 6.3 Worker's Compensation: Statutory Limits
 - 6.3.1 Employer's Liability:
 - \$100,000.00 Each Accident
 - \$100,000.00 Disease, Each Employee
 - \$500,000.00 Disease, Policy Limit
- 6.4 Umbrella Liability

\$ 2,000,000.00 over the primary insurance coverages listed above.

6.5 Certificate of Insurance

The insurance coverages listed above shall be verified by a Certificate of Insurance issued to City of Kenosha as Certificate Holder and shall provide that should any of the described policies be canceled before the expiration date thereof, the issuing insurer will mail thirty (30) days written notice to the Certificate Holder.

6.6 Additional Insured

City of Kenosha shall be named as an additional insured with respect to coverage required by 6(a), 6(b), 6(c), and 6(d) listed above and City of Kenosha shall be provided with the endorsement certifying that City of Kenosha is an additional insured with respect to said policies.

6.7 Insurance Compliance

Each of the insurance limits listed above must be met. The City reserves the right to reject any Proposal which does not meet each of The insurance limits listed above.

7.0 HOLD HARMLESS: Proposers shall hold the City of Kenosha harmless from any injury to themselves, their employees, pedestrians, damages to property and damages to equipment.

8.0 TAX EXEMPT: The City of Kenosha is exempt from Federal Excise Tax and State Sales Tax, proposal should be made exclusive of these taxes. Tax Exemption Registry Number and/or a Tax Exemption Certificate will be furnished to the successful Contractor.

9.0 REFERENCES: A minimum of three (3) relevant references should be submitted with response.

10.0 COMPANY OVERVIEW: All respondents shall complete and submit the Company Overview form that is included herein.

11.0 CONTRACT REQUIRED. Successful Contractor will be required to enter into a contract with the City of Kenosha.

12.0 INQUIRIES: regarding the required scope of work should be directed to Mr. Richard Kath, Supervisor of Inspections, City Inspections Department at 262-653-4263. Inquiries regarding the proposal process should be directed to Mr. Lemuel Gomez, Purchasing Coordinator, City of Kenosha at 262-653-4186.

**CITY OF KENOSHA
REQUEST FOR PROPOSAL
PROPERTY MAINTENANCE SERVICES
PROPERTY STANDARDS
PROPOSAL NOTICE # 02-22**

SPECIFICATIONS

1.0. **Anticipated Time Frame and Term of Contract:** The Contract term commences on January 1, 2022 through December 31, 2022. Work to be completed under the jurisdiction of this Contract will typically commence in April and continue through October, unless the City Inspections office requires work to commence earlier or proceed later into the calendar year dependent upon weather conditions. If mutually agreeable to both parties, this contract maybe extended for an additional two years, awarded in one (1) year increments.

2.0 Standards for Service for Private Properties/ Parcels in violation of City Ordinance Section 16.17 F, G:

2.1 Cost Estimation: Costs for the requisite grass and weed cutting is based upon price per square foot of parcel. The City Inspections Department Supervisor of Inspections or designee will notify Contractor via e-mail of all parcels to be maintained as per violation status and will supply Contractor with approximate square footage of the area(s) to be cut. Contractor, upon receiving said notice, shall inspect and substantiate the work order. Should Contractor disagree with the elements of the work order, Contractor has the responsibility to call the Supervisor of Inspections initiating the work order, delineating any discrepancy in the work order. Any change to the initial work order must be approved by the he City Inspections Department Supervisor of Inspections or their designee.

2.2 Unless otherwise approved, Contractor shall complete required work within twenty-four (24) hours of receiving the work order.

2.3 All estimates for tree, bush and shrub trimming removal and disposal shall be given on a case by case basis. All cost estimates for work required in this regard requires the approval of the City Inspections Department Supervisor of Inspections or their designee, prior to any work being completed.

2.4 Direct Service Costs: Proposers shall provide all necessary labor, equipment, tools, materials and supplies necessary to properly maintain the parcels per City directions. These pay items should all be considered and reflected in the per cut or other maintenance cost estimate provided to the City Inspection Department Supervisor of Inspections City in charge.

2.5 Invoicing for Private Property Maintenance: The City of Kenosha requires an invoice for each private property cut. 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 ordered to be cut, trimmed or cleaned up; the date property was physically cut, trimmed or cleaned up; time-in and time out, the square footage of the property, the cost of the job, the cost of any clean-up required,

the cost of any trimming required, and the name and contact number for the Contractor's foreman who oversaw the work. The second side shall include color, before and after photographs, date stamped and evidencing the scope of work that was completed at the subject property.

2.6 **Year-End Invoicing:** At the end of the maintenance season, the Contractor shall provide City Inspections Department with a flash drive having a copy of every before-and-after photograph by address for every private property maintained during the maintenance season.

3.0 **Damage to Property:** The Contractor is expected to exercise due caution to prevent damages to public or personal property. The Contractor will be held responsible for ruts left in yards or any other sustained damages to the property that they are maintaining.

4.0 **Performance:** All work shall be subject to inspection by the City of Kenosha. Upon such inspection, should it be discovered that the Contractor has not fulfilled their obligation under the terms and conditions of this Contract, the City of Kenosha reserves the right to cancel such services immediately and to reject any requests for payment for the services that are deemed unacceptable.

5.0 **Workload Indicators:** As an indication of what a Contractor will typically encounter and be responsible for annually: The City Inspections Department, on a daily basis, may refer up to three (3) to five (5) private property complaints. In CY2020, there were approximately seven hundred ninety-two (792) complaints and four hundred eighty-eight (488) were placed in compliance by contractor. In CY2021, there were approximately five hundred thirty-two (532) complaints and one hundred eighty-eight (188) complaints were placed in compliance by contractor.

6.0 **Standards for Service for Identified Parcels:** Vacant lots in developed areas shall be cut to a height of three inches (3"), re-cut in a criss-cross pattern with parkway (defined as the grassed area between the public sidewalk and street) raked and all clippings collected, hauled away and properly disposed of. Improved lots shall be cut to a height of three inches (3"), raked, re-cut, and re-raked if necessary and all clippings collected, hauled away and properly disposed of. Grass and weed cutting on improved lots (with existing structure(s)) to include trimming of grass and weeds around buildings, structures, trees, fences and other inanimate obstacles. Grass and weeds in alley easements (defined as from the property line to the center of the alley) should be cut to a height of three inches (3"), raked and clippings collected, hauled away and properly disposed of. Vacant lots in undeveloped areas shall be cut back fifteen feet (15') from the public rights-of-way and from adjacent developed properties. Standards are the same as vacant lots in developed areas except that the raking and removal of the clippings will not be required, Work could include the trimming of trees, bushes, shrubs or other plantings, if found to be impeding or encroaching upon the public rights-of-way or creating a vision clearance issue. Contractor is responsible for collection, hauling away and the proper disposal of all trimmings.

**CITY OF KENOSHA
REQUEST FOR PROPOSAL
PROPERTY MAINTENANCE SERVICES
PROPERTY STANDARDS
PROPOSAL NOTICE # 02-22
PROPOSAL**

City of Kenosha
Finance Department, Room 208
625-52nd Street
Kenosha, Wisconsin 53140-3480
(262) 653-4180

We hereby propose to provide comprehensive property maintenance services including but not limited to cutting weeds and grass at parcels in violation; trimming trees, bushes or plantings that impede or encroach upon public rights-of-way and/or cause visual obstructions, all in accordance with specification requirements and City ordinances at the following prices:

- I. Scheduled Maintenance:
Price per square foot \$ _____/s.f.

- II. Minimum Charge to cut an alley-only \$ _____
Per ordinance, grass and weeds from the center of alley to property-line)

- III. Price for cutting, trimming of trees, bushes & plantings: \$ _____/hour

- IV. Est. Response Time to complete the work following notification to cut property _____

- V. Company Overview completed/included? _____ Yes _____ No

- VI. Certificate of Insurance Provided? _____ Yes _____ No

- VII. Are you a minority owned business? _____ Yes _____ No

Comments:

Submitted by: _____

Firm: _____

Signature: _____

Print name: _____

Date: _____

Address: _____

Phone: () _____ Fax: () _____

E-mail: _____

Payment Terms: _____ % _____ days Net _____ days

**CITY OF KENOSHA
REQUEST FOR PROPOSAL
PROPERTY MAINTENANCE SERVICES
PROPERTY STANDARDS
PROPOSAL NOTICE # 02-22**

REFERENCES

Provide names, addresses and phone numbers of not less than three (3) relevant professional references.

(A) _____

(B) _____

(C) _____

(D) _____

(E) _____

**CITY OF KENOSHA
REQUEST FOR PROPOSAL
PROPERTY MAINTENANCE SERVICES
PROPERTY STANDARDS
PROPOSAL NOTICE # 02-22**

City of Kenosha Ordinance Section 16.17

16.17. Exterior Premises.

- A. **Exterior Storage.** All exterior Premises, including the abutting right-of-way, lawn park areas, alleyways to the middle of the alley, and open porches and decks, shall be maintained by the Responsible Person in an orderly manner. All exterior storage shall be of weather-proof and water-proof material or stored in a weather-proof or water-proof container with lid.
1. The following items are permitted for outside storage subject to noted limitations:
 - a. Property maintenance equipment for use on Premises;
 - b. Gardening equipment and supplies;
 - c. Outdoor entertainment equipment;
 - d. Toys;
 - e. Pet enclosures and equipment;
 - f. Waste receptacles in accordance with Section 5.06 and Section 16.20 of the Code of General Ordinances;
 - g. Weatherproof storage containers with lids;
 - h. Recreation vehicles, campers, boats and trailers that are in Good Repair and currently licensed if required;
 - i. Tarpred items that are not otherwise prohibited, provided that the tarps are not [to] be torn, ripped, or in disrepair and are tightly moored or made fast around the stored item.
 2. The following items are expressly prohibited and are not permitted for outside storage:
 - a. Motor vehicle, boat, airplane, and recreational vehicle parts;
 - b. Tires;
 - c. Uncontained recyclable materials;
 - d. Building materials that have not been integrated into the Structure for thirty (30) days;
 - e. Animal feces, which have been present for more than twenty-four (24) hours;
 - f. Household furniture not designed for exterior use;
 - g. Appliances, furnaces, water heaters, water softeners;
 - h. Exterior storage of materials and equipment on residential zoned property that are used in Commercial activities;
 - i. Garbage, trash and Debris not contained or stored pursuant to Section 16.20;
 - j. Accumulation of brush, fallen trees, rock, sand, gravel or dirt that have not been integrated into the landscaping for thirty (30) days;
 - k. Scrap metal.
 3. Temporary dumpsters may not remain on the Premises for more than thirty (30) days. Dumpsters shall be maintained to prevent Debris from blowing out of or overflowing from the dumpster. Dumpster shall not be placed in the Vision Clearance Triangle. For purposes of this paragraph, the Responsible Person and the Owner of the temporary dumpster are jointly liable for compliance.

4. Items stored on trailers must be covered with a tarp pursuant to subparagraph 16.17.A.1.j. or in a container with lid. No Garbage may be stored on trailer.

- B. **Unpaved Lawn Park Areas.** The unpaved public lawn park areas abutting private property between the curb and lot line shall be maintained by the abutting property Owner in conformance with Section 5.11 of the Code of General Ordinances.
- C. **Maintenance of Alleys.** All alleys abutting private property between the center of the alley and the lot line, shall be maintained by the abutting property Owner in accordance with this Code.
- D. **Grading and Drainage.** All Premises shall be graded and maintained to divert water away from any principal Structure.
- E. **Sidewalks, Walkways, Stairs, Driveways and Parking Facilities.** Private sidewalks shall be maintained in accordance with the standards for public sidewalk maintenance required in Section 5.11 of the Code of General Ordinances. Walkways, stairs, driveways, and parking facility areas shall be maintained in Good Repair. Walkways, driveways, and parking facilities shall be repaired or replaced with like material. When fifty (50) percent or more of sidewalk, walkway, stairs, driveways, and parking facilities are replaced it shall be replaced with hard surface material approved by the inspector. Parking facilities with more than five (5) parking spaces shall comply with the requirements of Section 5.08 of the Code of General Ordinances. Sidewalks and parking facilities of multi-family properties shall be maintained free of all accumulation of ice and of accumulation of snow after a snowfall of more than four (4) inches.
- F. **Weeds.** All exterior Premises shall be kept free from Weeds which equal or exceed eight (8) inches in height as defined in this Code. Plants such as goldenrod and milkweed will be permitted if included in an approved Natural Landscape Permit per Subsection 16.17 G. Where weed cutting or removal is not performed by the Responsible Person, Weeds shall be cut by the Code Official and the cost plus a one hundred dollar (\$100.00) administrative fee shall be recovered per Section 16.17.G.
- G. **Landscaping.** Landscaping, plantings and other decorative surface treatments, including species of grass common to Southeastern Wisconsin, shall be installed and maintained in all court and Yard areas in accordance with generally accepted landscaping practices in Southeastern Wisconsin. Unless granted a variance for a natural lawn from the Code Official, grass shall be maintained to a height not to exceed eight (8) inches. Plantings, including, but not limited to, grasses, trees and shrubs shall be maintained so as not to present hazards to Persons or vehicles traveling on public rights-of-way Yard shall not have ruts and potholes caused by the parking of Motor Vehicles.

Application for approval for a natural lawn, if desired, shall be made by the Responsible Person on a form issued by the Department. The application shall state with specificity the dimensions of the area sought for variance, along with a diagram showing the position of the area relative to sidewalks, driveways, streets, alleys, and other public rights-of-way. The application shall state the species, if ascertainable, and maximum height of the grasses. The application may be made without cost to the applicant. The application shall be granted or granted with reasonable conditions unless it is determined that the granting will conflict with the purpose and intent of this Code, in which event the application will be denied. The denial of an application or the reasonableness of conditions imposed may be appealed to the Board of Housing Appeals in accordance with the procedures of this Code.

In the event that the Responsible Person fails to comply with an order of a Code Official to cut grass or trim trees or shrubs, the Code Official shall have the grass cut to a height of three (3) inches and have the trees trimmed and shall recover the cost through special charges levied against the benefited property. A one hundred dollar (\$100.00) Administrative Fee for processing and administering the special charge shall be added to the special charge against the benefited property.

- H. **Firewood Storage.** Firewood, for personal use only, may be kept on residentially zoned or used property. It shall be stored in straight, orderly piles which are raised a minimum of six (6) inches off the ground, which are not more than six (6) feet in height, which are not in the "front Yard" as

defined in the Zoning Ordinance, and which are no closer than four (4) feet to a Dwelling.

- I. **Accessory Buildings/Structures.** All Accessory Buildings and Structures, including windows and doors which are a part thereof, shall be maintained structurally sound and in Good Repair.
- J. **Fences.** All fences shall be maintained in Good Repair, be structurally sound and plumb. Fence surfaces shall be free of rust, corrosion, deterioration, decay, missing parts, and peeling, flaking and chipped paint. Wood surfaces other than decay-resistant wood must be protected from the elements and decay by painting or other protective covering or treatment. Fences shall not be of a type prohibited by Section 16.06 of the Zoning Ordinance for the City of Kenosha.
- K. **Graffiti.** In accordance with Section 11.031 of the Code of General Ordinances, the Owner of any Building or Accessory Building shall be responsible for removing all graffiti therefrom within fifteen (15) days from the posting of the property.

In the event that the Owner of any Building or Accessory Structure does not remove the graffiti so ordered by the Code Official, the Code Official may have the graffiti removed or covered and shall recover the cost of said graffiti removal or covering through a special charge levied against the benefited property. A one hundred dollar (\$100.00) Administrative Fee shall be added to the special charge against the benefited property.

L. **Vehicles, Trailer and Equipment Parking and Storage.**

- 1. The Owner of the Premises is responsible for compliance with Sections 7.128 and 7.129 of the Code of General Ordinances regulating motor vehicles and regulating parking of prohibited motor vehicles.
- 2. The Owner of a Premises which is zoned and/or used for residential purposes, and which has a principal structure, may not allow parking or storage of motor vehicles, recreational vehicles, truck campers and/or caps, camping trailers or boats within the front yard and street side yard areas as defined by the City of Kenosha Zoning Ordinance, unless on driveway aprons.
- 3. The Owner of a Premises which is zoned for residential purposes, and which has no principal building erected, may not allow parking or storage of motor vehicles, recreational vehicles, truck campers and/or caps, camping trailers or boats, except for any vehicle that is being used in the lawful construction work being performed pursuant to all required and applicable licenses, permits and approvals.
- 4. The Owner of a Premises that is located in a Nonresidential Zoning District and that has no principal structure erected on it, may not allow parking or storage of motor vehicles, recreational vehicles, truck campers and/or caps, trailers, or boats except for such use that is authorized by an Occupancy Permit, a Site Plan Approval, a Conditional Use Permit, or a parking lot permit, or that is in the lawful construction work being performed pursuant to all required and applicable licenses, permits and approvals.