

**CITY OF KENOSHA
CONTRACTED SERVICES FOR BOARDING UP AND SECURING ACCESSIBLE
PROPERTIES
PROPOSAL NOTICE NO. 11-23
INSTRUCTIONS TO PROPOSERS**

Issued: November 28, 2023

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:

Tuesday, December 12, 2023 at 3:00 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, Department of City Development, and Department of 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, 2024 through December 31, 2024. If mutually agreed upon, the City reserves the right to extend the scope of work defined herein for a period of two (2) additional years awarded in one (1) year increments.

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 Saturday, 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.

The Department of City Development and Department of 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 Departments 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 the 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 Tony Geliche, Department of City Development at 262-653-4030.

**THE CITY OF KENOSHA, WISCONSIN
CONTRACTED SERVICES FOR BOARDING UP AND SECURING ACCESSIBLE PROPERTIES
PROPOSAL NOTICE NO. 11-23
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 Department of City Development or Department of Inspections Directors or designees.
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 the Department of City Development or Department of 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 the Department of City Development or Department of 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:

12.1. Commercial General Liability:
General Aggregate: \$2,000,000
Each Occurrence: \$1,000,000

12.2. Automobile Liability (owned, non-owned, leased):
Combined Single Limit: \$1,000,000

12.3. Worker's Compensation (Statutory Limits):
Employer's Liability:
\$100,000 Each Accident
\$100,000 Disease, Each Employee
\$500,000 Disease, Policy Limit

12.4. Umbrella Liability:
\$2,000,000 over the primary insurance coverage listed above.

12.5. 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.

12.6. Additional insured: The City of Kenosha shall be named as an additional insured with respect to insurance coverage(s) listed at 12.1, 12.2, and 12.4 above and shall be provided with an additional insured endorsement certifying that the City of Kenosha is an additional insured with respect to said insurance coverage(s).

13. The contract 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, 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 Department of City Development or Department of Inspections Directors or designees. 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 City Development or Department of Inspections Directors or designees for the agreed-upon scope of work. Upon the approval of the Director or designee, the Contractor will perform the work and invoice the City at the agreed-upon cost.

**THE CITY OF KENOSHA, WISCONSIN
CONTRACTED SERVICES FOR BOARDING UP AND SECURING ACCESSIBLE
PROPERTIES
PROPOSAL NOTICE NO. 11-23**

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, 2024 through December 31, 2024.

Price per hour

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

Time and one half: \$ _____
Monday through Saturday:
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 \$ _____

Any additional cost for service. \$ _____

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: () _____

Complete W-9 form: _____

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
(**

And

THIS AGREEMENT, made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation of the State of Wisconsin, through its Department of City Development and Department of Inspections AND Kenosha Fire Department and Kenosha Police Department, 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 included but not limited to securing and boarding-up accessible buildings on an as needed basis, covering up and removing graffiti and mitigating potential hazards as determined to be necessary by **CITY** representative on location.

2. TERM. The term of the Agreement is January 1, 2024 through December 31, 2024. If mutually agreeable to both parties, Agreement can be extended for an additional two (2) years awarded in one (1) year increments, at the rates defined in Paragraph 6. The **CITY's** intentions to extend the Agreement shall be made with notification sent to **CONTRACTOR** within ninety (90) days of the expiration of the Agreement, this provided that **CONTRACTOR** is not in default.

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 Department of City Development or Department of Inspections Directors or Kenosha Fire Department or Kenosha Police Department or designees on the scene. Boards shall be cut to fit door and window openings and screws at least two inches (2") in length, shall be used to fasten boards to a structure. One half inch (1/2") or three quarter inch (3/4") plywood shall be used. 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. The plywood used for the board-ups shall 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 shall be gray or white. Screening or alternate methods of boarding may be permitted when approved by the **CITY**.

4. NOTIFICATION. CONTRACTOR shall notify the Department of City Development or Department of Inspections Directors or Kenosha Fire Department or Kenosha Police Department or designees within eight (8) hours of any performed board-up or other response. In this notification, **CONTRACTOR** shall 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, shall procure and maintain, during the Term of this Agreement, insurance policies, as hereinafter specified issued by a Company authorized and licensed to do business in the State of Wisconsin. The insurance policy shall (a) name the **CITY** as an additional insured (except the Workers Compensation policy), (b) be primary and noncontributory, and (c) contain a clause that in the event any policy issued is canceled for any reason, or any material changes are made therein, the **CITY** shall be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. **CONTRACTOR** prior to executing this Agreement, shall furnish: (a) Certificate of Insurance(s) and endorsement(s) indicating compliance with this Section, including naming **CITY** as "additional insured" for those policies at 5.1-5.3 below, and (b) proof of payment of premium to **CITY**. If for any reason, the insurance coverage required herein lapses, **CITY** may declare this Agreement null and void as of the date that no valid insurance policy was in effect. Throughout the duration of this Agreement, certificates of policy renewals shall 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 Agreement. The failure of **CONTRACTOR** to take out and maintain the required insurance shall not relieve **CONTRACTOR** from any liability under this Agreement. The insurance requirement shall not be construed to conflict with the obligations of **CONTRACTOR** in Section 12 of this Agreement.

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:

- 5.1. Commercial General Liability: General Aggregate- Two Million (\$2,000,000) Dollars; Each Occurrence - One Million (\$1,000,000) Dollars.
- 5.2. Automobile Liability: Single Limit- One Million (\$1,000,000) Dollars.
- 5.3. Excess Umbrella Liability: Two Million (\$2,000,000) over primary insurance coverage.
- 5.4. 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 up 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 shall be submitted to the Department of City Development or Department of 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 shall be submitted on a weekly basis and shall 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 shall 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 shall 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 a charge be disputed before the governmental body.

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 at subject location, no later than forty-five (45) minutes from receipt of call from **CITY**. Should **CONTRACTOR** encounter circumstances making compliance with that time requirement, **CONTRACTOR** shall promptly contact Department of City Development or Department of Inspections Directors or designees 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. Further, **CITY** may withhold from payment due and owing **CONTRACTOR**, an amount sufficient to cover any claim served upon

the **CITY** relating to **CONTRACTOR**'s performance pursuant to this Agreement.

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

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 Department of City Development:

City Development
Attn: Director of City Development
Municipal Building, Room 308
625 52nd Street,
Kenosha, Wisconsin 53140

If to Department of City Inspections:

City Inspections
Attn: Director of City Inspections
Municipal Building, Room 100
625 52nd Street
Kenosha, WI 53140

If to Kenosha Fire Department:

Kenosha Fire Department
Attn: Fire Chief
2121 Roosevelt Road
Kenosha, Wisconsin 53140

If to Kenosha Police Department:

Kenosha Police Department
Attn: Police Chief
1000 55th Street
Kenosha, WI 53140

With a copy to: City Attorney's Office
Municipal Building, Room 201
625 52nd Street,
Kenosha, Wisconsin 53140

-and-

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

b. If to **CONTRACTOR**:

_____, _____. _____

19. EXECUTION AUTHORITY. Each of the undersigned hereby represents and warrants that: (a) such Party has all requisite power to execute this Contract; (b) the execution and delivery of this Contract by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Contract constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of this Contract.

Signature pages follow

By: _____

Date: _____

STATE OF WISCONSIN)

: SS.

COUNTY OF _____)

Personally came before me this _____ day of _____, 20____,
_____, to me known to be such _____ of said
_____, and acknowledged to me that he executed
the foregoing instrument as such _____ as the Contract of said
_____, by its authority.

Print Name: _____

Notary Public, County, WI.

My Commission expires/is: _____