

**CITY OF KENOSHA, WISCONSIN
REQUEST FOR PROPOSAL
REGARDING
EMERGENCY SNOW AND/OR ICE REMOVAL SERVICES ON PUBLIC SIDEWALKS
ADJACENT TO PRIVATE PROPERTIES
PROPOSAL NOTICE # 06-21**

INSTRUCTION TO CONTRACTORS

Issued: Wednesday, September 29, 2021

The City of Kenosha, Wisconsin is seeking proposals for the provision of labor, equipment, tools, consumables, materials and other supplies for emergency snow and/or ice removal services on public sidewalks adjacent to private properties that are in violation of the City's snow and ice removal ordinances. All work shall be performed in strict accordance with City of Kenosha specifications, terms, conditions and Chapter V, Section 11 (5.11) of the Code of General Ordinances, see attached..

- 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 Wednesday, October 27, 2021**
- 2.0 **PRE-SUBMISSION CONFERENCE:** A mandatory pre-submission conference will be held on **Tuesday, October 12, 2021, at 10:00 AM, in Room 202 of the Municipal Office Building, 625-52nd Street, Kenosha, WI, 53140.** The intent of this conference is to have City staff available to answer questions and provide supplementary information on the snow and ice removal standards and procedures covered under this Contract.
- 3.0 **FORM OF PROPOSAL:** 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 required where indicated on said forms.

Any faxed proposals or other electronically communicated submission will not be accepted or considered.
- 4.0 **REFERENCES:** A minimum of three (3) relevant references should be submitted with proposal.
- 5.0 **COMPANY OVERVIEW:** All respondents shall complete and submit the Company Overview form that is included herein.
- 6.0 **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 and responses to storm events. 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 contractors, to designate an alternate contractor to be awarded the contract should the selected contractor 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.

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

- 6.1.1. Qualifications and capabilities;
- 6.1.2. Current and anticipated workload(s);
- 6.1.3. Equipment and Implement Inventories;
- 6.1.4. Evidences of requisite Insurance Coverage (Section 7.0);
- 6.1.5. References in similar contracts and;
- 6.1.6. Cost.

7.0 **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.

7.1. **INSURANCE:** Contractor prior to performing work and during the Term shall carry the insurance policies in the following minimum limits, which must 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 better with the following limits:

a. **Commercial General Liability**

- i. Bodily Injury
\$1,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate

b. **Automobile Liability (owned, non-owned, leased)**

- Combined Single Limit of \$1,000,000.00

c. **Worker's Compensation: Statutory Limits**

- i. Employer's Liability
\$100,000.00 Each Accident
\$100,000.00 Disease, Each Employee
\$500,000.00 Disease, Policy Limit

d. **Umbrella Liability**

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

e. **Certificate of Insurance**

The insurance required herein must be primary and noncontributory. A Certificate of Insurance must be issued to the City. Said insurance coverage must be verified by a Certificate of Insurance issued to City, which must provide that should any of the described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder. Whenever minimum standards of the City for all insurance policies comparable to those covering Contractor's obligations hereunder are enacted which adopt or increase the minimum insurance requirements, City reserves the right to reasonably increase the minimum liability insurance requirements. Contractor must comply with said request or be considered in material default.

f. **Additional Insured**

City of Kenosha shall be named as an additional insured with respect to coverage required by 5(a), 5(b), 5(c), and 5(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.

g. **Insurance Compliance**

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

8.0 INDEMNITY AND HOLD HARMLESS: Contractor agrees to defend, indemnify and hold harmless, the City, 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 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 state herein.

9.0 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.

Contractor must provide all necessary labor, equipment, tools, materials and supplies necessary to carry out the obligations of the Work.

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

11.0 OFFSET: City may withhold from any payment due and owing Contractor, an amount sufficient to cover any damages or loss, but may not be limited to property damage or loss.

12.0 ASSIGNMENT: Contractor shall not assign this Work to any other person or entity without the consent of the City.

13.0 LAWS RULES AND REGULATIONS. Services shall be performed in accordance with applicable Federal, State, and City laws, rules and regulations.

14.0 INQUIRIES. Questions regarding the required scope of work should be directed to Lemuel Gomez Department of Finance at 262- 653-4186 or Sonia Trujillo at 262-653-4153.

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SPECIFICATIONS

1.0 **Anticipated Contract Term:** The Contract term shall commence on December 1, 2021 and include all time up to and including November 30, 2022.

If mutually agreeable to both parties, this contract may be extended for an additional two years, awarded in one (1) year increments.

2.0 **Standards for Service:** Public sidewalks adjacent to private properties must be cleared of snow and/or ice along the full-width and length of the adjacent property within twenty-four (24) hours upon receiving service request from a Public Work Department representative. Additionally, adjacent ADA curb ramps shall be cleared to provide a clear path to the roadway and fire hydrants adjacent to the property must be cleared with a three (3) foot by three (3) foot clearance around the hydrant.

Snow removal equipment with plows and cutting edges greater than five (5.0) feet and/or operating weights exceeding six-thousand (6,000) pounds are not permitted to be used in snow and ice responses. In determination of what equipment is acceptable for use, any implement commensurate to City-utilized machinery is acceptable. The determination of equipment and/or implements not acceptable under this Contract shall be made by the Department of Public Works.

3.0 **Damage to Property:** The Contractor is expected to exercise due caution to prevent damage to adjacent and private property. Any and all damages to property, including landscape damage, that is sustained in the course of service, as determined by the Department of Public Works, shall be repaired and restored by the Contractor at no additional cost to the City. Landscape restoration shall occur at the end of the snow and ice season. Damages to property, beyond landscape restoration, shall be repaired immediately.

Any damage to private property shall be immediately reported to the Department of Public Works representative.

4.0 **Documentation:** Contractor shall document all public sidewalks adjacent to private properties that were directed by a representative of the Department of Public Works to be cleared. Documentation shall include pre and post snow and/or ice clearing operations photographs that clearly identify the location of snow and/or ice removal with the following requirements (see attached for examples):

- 4.1. Digital
- 4.2. Color
- 4.3. Date and Time Stamp
- 4.4. Property Address
- 4.5. Other identifying items of property

At the end of the snow season, all photos shall be provided to the Department of Public Works on a hard-drive, thumb drive, shared drive, or other methods.

5.0 **Direct Service Costs:** Contractors shall provide all necessary labor, equipment, tools, materials, consumables and supplies in order to properly remove snow and/or ice from the sidewalk surfaces (concrete or asphalt) and to keep them free of dangerous ice accumulations.

6.0 **Performance:** All snow and/or ice removal service(s) and responses shall be subject to inspection by the City.

Should the Contractor not fulfill the obligations set forth in the Contract and Request for Proposal, the City reserves the right to cancel such services immediately and to reject any request for payment for snow and/or ice removals called into question.

Additionally, should the Contractor not fulfill the obligations set forth in the Contract and Request for Proposal, the City reserves the right to perform the work with City crews and charge the Contractor the actual cost for the work, plus an administrative fee of seventy-dollars (\$70.00) per property.

7.0 **Payment:** Payment for emergency snow and/or ice removal service on public sidewalks adjacent to private properties will be measure per lineal foot of sidewalk cleared from snow and/or ice. The length of the sidewalk cleared will be measured as the recorded length of the lot, based on Kenosha County GIS information, plus any additional length for ADA curb ramps and fire hydrants or as directed by the Department of Public Works representative.

The contract unit price for snow and/or ice removal is fixed with no adjustment in compensation for large snow accumulations or de-icing applications only.

Payment also includes placement of de-icing materials on the sidewalk surface following snow removal operations as needed to prevent ice accumulation.

8.0 **Invoicing:** Invoicing should be sent to the City of Kenosha, Public Works Department, 625-52nd Street, Room 305, Kenosha, Wisconsin 53140. The Contractor shall provide invoices as detailed below:

- 8.1. One invoice per property
- 8.2. Pre and Post Photos of the property (See Section 4.0).
- 8.3. Contractor Name, address, telephone number, and name of primary contact.
- 8.4. Property Address
- 8.5. Date snow and/or ice removal operations occurred
- 8.6. Length of sidewalk cleared
- 8.7. Bid Unit Cost per Lineal Foot for sidewalk cleared
- 8.8. Total Cost for snow and/or ice removal operations.

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PROPOSAL FORM

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

We hereby propose to provide snow and/or ice removal services in accordance with the Request for Proposal, Contract, and applicable City Ordinances:

PROPOSAL CITY OF KENOSHA PUBLIC WORKS

Unit Price for Emergency Snow and/or Ice Removal Services:

\$_____ Per Lineal Foot of Public Sidewalk Adjacent to Private Properties.

Comments: _____

Submitted by: _____

Firm: _____

Signature: _____

Print name: _____

Date: _____

Firm Address: _____

Phone: () _____

Fax: () _____

E-mail: _____

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COMPANY OVERVIEW

Contractor/ Firm Name:

Number of Employees: _____

Years in Business: _____

Indicate Primary Business Activity:

Will the Firm have other snow removal/plowing contracts for the 2021-22 winter season?

Yes _____ No _____

If yes, please indicate how many contracts and how many properties

Contracts _____

Properties _____

I (We) have the resources and capabilities of performing services as detailed herein for the duration of the contract term.

Yes _____ No _____

Please itemize the Equipment Owned by the Firm (use additional sheets, if necessary):

Is this a Minority-Owned Business? _____ Yes _____ No _____

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REFERENCES

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

(A) _____

(B) _____

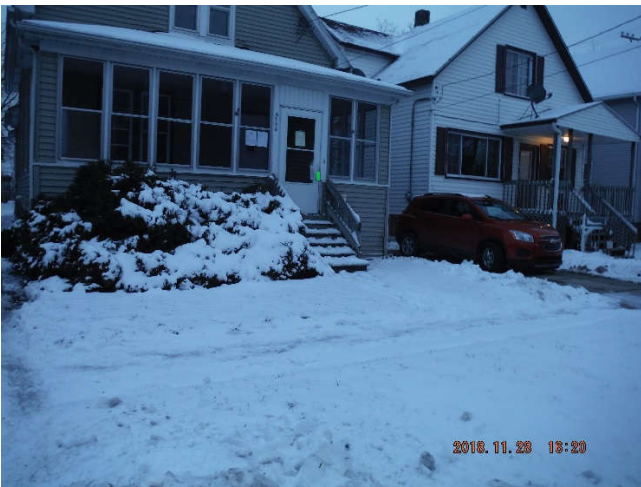
(C) _____

(D) _____

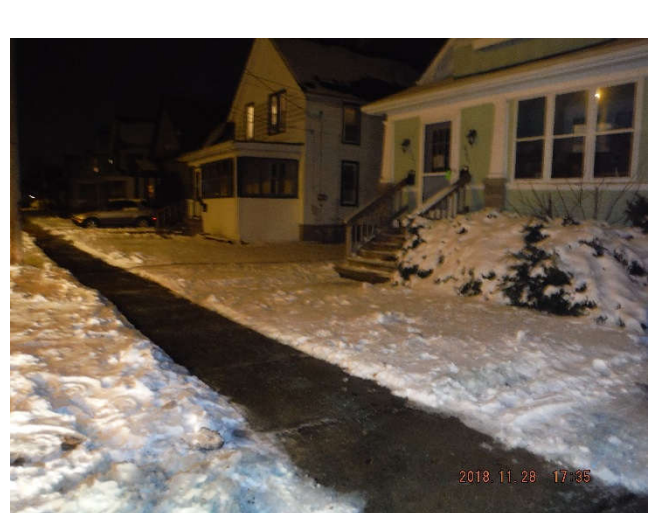
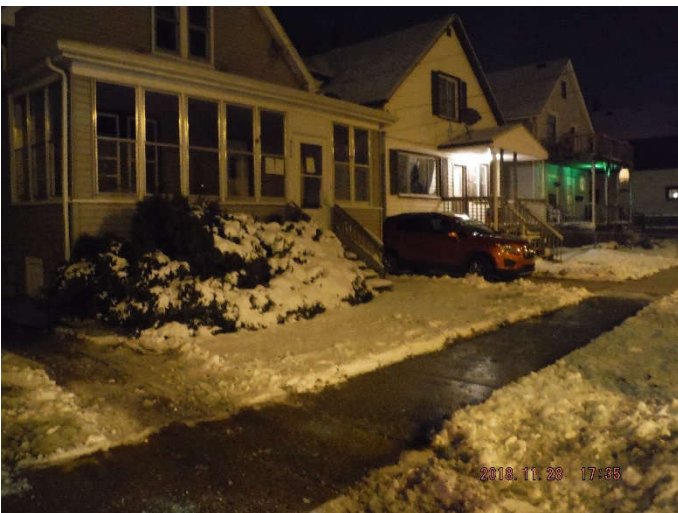
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PHOTO DOCUMENTATION EXAMPLES

Pre Snow / Ice Removal Operations:



Post Snow / Ice Removal Operations:



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**CITY OF KENOSHA CODE OF GENERAL ORDINANCES,
CHAPTER V, SECTION 11 (5.11)**

5.11 SIDEWALKS AND ALLEYS TO BE KEPT CLEAN BY RESPONSIBLE PARTY

A. Definitions. The following definitions shall apply in the interpretation and enforcement of this Ordinance:

1. **"Alley"** means a public thoroughfare less than thirty (30) feet in width.
2. **"Sidewalk"** means that portion of a street between the curb lines, or the lateral lines of a roadway and the adjacent property lines intended for the use of pedestrians, whether paved or unpaved. With respect to corner lots, the sidewalk shall include the crosswalk area and extend to the curb or street line, and include the curb.
3. **"Responsible Party"** as herein used means the owner, occupant or party in charge of the property abutting or fronting a sidewalk, whether they be a person, partnership, corporation, joint stock company or syndicate. In construing the provisions of this Section, only owners of vacant lots or vacant premises are deemed to be the proper person whose duty it shall be to comply with the provisions of this Section; where the real property consists of a single family residence or is solely used for business, the owner or occupant shall be deemed to be the proper person whose duty it shall be to comply with the provisions of this Section; and as to any other real property, the owner or any occupants, unless a person has been designated in writing by the owner to be the person in charge of the premises and is residing thereon, are deemed to be the responsible party whose duty it shall be to comply with the provisions of this Section.
4. **"Thoroughfare"** shall mean an open, unoccupied space permanently reserved for the purpose of access to abutting property.

B. Duty.

1. The responsible party shall remove and clear away or cause to remove or clear away all snow and ice from sidewalks within twenty-four (24) hours of the day following a snow fall; provided that when ice has so formed on any sidewalk that it cannot be removed, then the persons herein before referred to shall cause said ice from remaining and presenting a hazard to the users of the sidewalk by use of sand, abrasive material or any product designed to prevent ice from forming or to remain in its form and not to be injurious to the health and safety of the public.

2. The responsible party shall keep the sidewalk clean of any dirt or dust, when paved, and of any cinders, ashes, mud, oil and other similar substances when the sidewalks are clear of snow and ice.
3. The responsible party shall keep the sidewalk clear of water and ice accumulations, in the same manner provided in Subsection 1. above, when said accumulations of water or ice are caused by a runoff of water from any natural or man made source originating from the abutting or fronting property, including, but not limited to, water discharged from sump pumps.
4. The responsible party shall keep and maintain the alley abutting their property, to the centerline thereof, clean and free from all garbage, trash, junk, paper and debris at all times, and clean of any dirt or dust when paved, and of any cinders, ashes, mud, oil and other similar substances when the alley is clear of snow and ice.

C. Enforcement. It shall be the duty of the Department of Public Works, upon receiving a complaint from a party identifying themselves by name and address, to investigate an alleged violation of this Ordinance. Designees of the Director of Public Works may enforce this Ordinance through the issuance of citations.

D. Stipulation As To Guilt Or Plea Of No Contest. Any responsible party receiving a citation for failure to comply with this Ordinance, shall be permitted to stipulate his guilt to the offense charged upon payment of the penalty herein designated. The stipulation of guilt shall be made on a form approved by the City Attorney setting forth the date of offense, date citation issued, the name of the person issuing the citation, the location of the violation, and an admission of guilt or plea of no contest evidenced by the signature of the person arrested. Payment of the penalty herein designated must accompany the stipulation of guilt or no contest, which may be mailed to or delivered to the Office of the City Clerk/Treasurer.

E. Penalty. The penalty for violation of this Ordinance shall be as follows:

1. Twenty (\$20) Dollars for the first violation within a given calendar year.
2. Forty (\$40) Dollars for the second and third violations within a given calendar year.
3. Sixty (\$60) Dollars for the fourth violation and every violation thereafter, within a given calendar year.
4. The above penalties shall double if not paid within seven (7) days of the date of the offense, not including the day of the offense.
5. The penalty provisions of §5.12 of this Chapter are not applicable, being superseded by this subsection.

F. Emergency Enforcement. In addition to the penalties herein prescribed, the Director of Public Works, or his designee, shall be authorized to do, or have done, such acts as are necessary to bring the abutting or fronting sidewalk and or alley in compliance with this Ordinance. Once each calendar year, the City Department of Public Works shall publish a legal notice in the official City newspaper advising responsible parties of their duties hereunder and of the penalties for noncompliance with this Ordinance and the remedial powers of the Department of Public Works. Prior to the Department of Public Works doing or authorizing any work to be done at the cost and expense of the responsible

party, an attempt shall be made to notify the responsible party by written notice, served personally or by mail. Said Director, or designee, shall keep an itemized record of expenses incurred and submit said itemization to the responsible party for payment within thirty (30) days of the date of service thereof, not including the date of service. If such charge is not paid when due, the Director, or designee, is authorized to pay said bill, if the services were not performed by City employees. Said Director, or designee, is further directed to collect the unpaid portion of said invoice as a special charge against the abutting or fronting property. A Seventy (\$70.00) Dollar Administrative Fee for processing and administering the special assessment shall be added to the special assessment against the abutting or fronting property.

G. Saving Clause. Should any part or provision of this Ordinance be declared unconstitutional and unenforceable, the remaining constitutional provisions shall be deemed separable and of full force and effect.