

**CITY OF KENOSHA, WISCONSIN  
REQUEST FOR PROPOSAL  
REGARDING  
SNOW REMOVAL SERVICES AT CITY-OWNED PROPERTIES  
PROPOSAL NOTICE # 07-21**

**INSTRUCTION TO CONTRACTORS**

**Issued: October 14, 2021**

The City of Kenosha, Wisconsin is seeking proposals for the provision of labor, equipment, tools, consumables, materials and other supplies for snow removal services at City-Owned parcels, in strict accordance with City of Kenosha specifications, terms, conditions and 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 Monday, November 1, 2021.**

**2.0 PRE-SUBMISSION CONFERENCE:** A pre-submission conference will be held at **10:00 A.M., Tuesday October 26, 2021** 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 on the City-owned properties to be maintained under this Contract.

**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 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 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 5.0);
  - 4.1.5 References in similar contracts and;
  - 4.1.6 Cost.

5.1 **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.

5.2 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:

**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 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.

**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 Proposal which does not meet each of The insurance limits listed above.

- h. **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.

6.0 **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.

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

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

9.0 **CONTRACT REQUIRED.** Successful Contractor will be required to enter into a Contract with the City of Kenosha.

10.0 **INQUIRIES** regarding the required scope of work should be directed to Mr. Anthony Geliche, Department of City Development at 262- 653-4030

**CITY OF KENOSHA, WISCONSIN  
REQUEST FOR PROPOSAL  
REGARDING SNOW REMOVAL SERVICES AT CITY-OWNED PROPERTIES  
PROPOSAL NOTICE # 07-21**

**SPECIFICATIONS**

**1.0 Anticipated Time Frame and Term:** The Contract term shall commence on December 1, 2021 and include all time up to and including April 30, 2022. The scope or work called for in the Request for Proposal (RFP) typically begins December 1st of each year and continues through March 31st. Should the City require snow and ice removal work to commence prior to December 1st or later than March 31st, due to inclement conditions, compensation rates for the service prior will be charged on a pro-rata basis, calculated by dividing the monthly total proposed by four (4) to calculate the weekly rate.

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:** Sidewalks must be cleared of snow full-width and length upon receiving two-inches (2") of snowfall. Furthermore, the sidewalks shall always be kept clear of ice (salt may be used to keep sidewalks clear of ice). The sidewalks that are to be cleared are the public City sidewalks, adjacent handicapped ramps and the service walks leading to a private residence(s), when applicable. In addition, if there is a fire hydrant adjacent to the property a three (3) foot by three (3) foot clearance around the hydrant must be maintained. The removal of the snow and ice shall be performed within a time frame of twenty-four (24) hours after the snow and / or ice event ends. In the event that subsequent drifting of snow on sidewalks occurs from experienced sustained winds, the removal of any windrow due to blowing snow shall be performed within the same time frame of the twenty-four (24) hour requirement for storm response. In this case, when sustained winds have ceased. These time-frame requirements are consistent with the City's general ordinances. 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.

Any and all damages to property including turf damage that is sustained in the course of service provision as determined by the Department of City Development, shall be repaired and restored by the Contractor at the end of the snow and ice season.

**3.0 Direct Service Costs:** Proposers shall provide all necessary labor, equipment, tools, materials, consumables and supplies in order to properly remove snow from concrete surfaces and to keep them free of dangerous ice accumulations.

**4.0 Additions/Deletions to Maintenance List:** The majority of the parcels being maintained are vacant. Throughout the contract, new parcels maybe added, as the City acquires them. Conversely, there may be deletions from the service list. Any necessary price adjustments from additions or deletions to the parcel list over the course of the contract shall be handled on an actual per lineal foot per month basis that is designated as part of this document. The number of snowfalls or accumulations received are irrelevant to these adjustments.

**5.0 Performance:** All snow removal service(s) and responses shall be subject to inspection by the City. Upon such inspection, should it be observed that the Contractor has not satisfactorily met the requirements of the service over a period of time or after repeated notice, the City shall reserve the right to cancel such services immediately and to reject any request for payment for the snow event(s) that are called into question.

**6.0 Invoicing:** Invoicing should be sent to the City of Kenosha, City Development Department, 625-52nd Street, Room 308, Kenosha, Wisconsin 53140-3480. The successful Contractor will be required to invoice the City monthly and a service frequency chart (example included herein) for the month shall be submitted with each month's invoice.

**City of Kenosha**  
**December 1, 2021 to April 30, 2022 Snow Removal Services**  
**Proposal A**  
**Kenosha Housing Authority Property**

<b>ALL</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>ADDRESS</b>	<b>SNOW REMOVAL FOOTAGE</b>	<b>ID #</b>
1	1			1408 50 <sup>th</sup> Street	53	12-223-31-206-010
2	2			1633 50 <sup>th</sup> Street	180	12-223-31-277-010
3	3			1913 52 <sup>nd</sup> Street	63	12-223-31-327-002
4	4			2007 56 <sup>th</sup> Street	34	12-223-31-354-003
5	5			2111 57 <sup>th</sup> Street	80	12-223-31-355-007
6	6			2206 57 <sup>th</sup> Street	100	09-222-36-484-005
7	7			2222 56 <sup>th</sup> Street	41	09-222-36-476-010
8	8			4702 10 <sup>th</sup> Avenue	66	12-223-31-133-001
9	9			4834 13 <sup>th</sup> Court	75	12-223-31-207-022
10	10			4908 37 <sup>th</sup> Avenue	60	09-222-36-230-009
11	11			4912 13 <sup>th</sup> Court	40	12-223-31-207-019
12	12			5036 14 <sup>th</sup> Avenue	45	12-223-31-277-050
13	13			5047 17 <sup>th</sup> Avenue	66	12-223-31-277-017
14	14			5417 23 <sup>rd</sup> Avenue	36	09-222-36-410-006
15	15			6119 13 <sup>th</sup> Avenue	25	05-123-06-130-008
16	16			6123 13 <sup>th</sup> Avenue	66	05-123-06-130-009
17	17			6127 13 <sup>th</sup> Avenue	33	05-123-06-130-010
18	18			6201 13 <sup>th</sup> Avenue	33	05-123-06-130-011
19	19			6209 13 <sup>th</sup> Avenue	49	05-123-06-130-013
20	20			6404 11 <sup>th</sup> Avenue	176	05-123-06-153-001
21	21			6731 14 <sup>th</sup> Avenue	176	05-123-06-314-004
22	22			0000 14 <sup>th</sup> Avenue	44	05-123-06-314-005
23	23			6642 17 <sup>th</sup> Avenue	136	05-123-06-278-018
24	24			0000 15 <sup>th</sup> Avenue (Southeast Corner 65 <sup>th</sup> St & 15 <sup>th</sup> Ave)	190	05-123-06-281-050
					<b>1,867</b>	

**City of Kenosha  
December 1, 2021 to April 30, 2022 Snow Removal Services  
Proposal B  
Kenosha Redevelopment Authority Property**

ALL	A	B	C	ADDRESS	SNOW REMOVAL FOOTAGE	ID #
25		1		1006 52 <sup>nd</sup> Street	52	12-223-31-157-020
26		2		1010 52 <sup>nd</sup> Street	43	12-223-31-157-019
27		3		1022 50 <sup>th</sup> Street	42	12-223-31-154-007
28		4		1102-1200 52 <sup>nd</sup> Street	231	12-223-31-157-016
29		5		1104 50 <sup>th</sup> Street	216	12-223-31-154-006
30		6		1320 52 <sup>nd</sup> Street (Zizzo)	168	12-223-31-276-020
				1323 50 <sup>th</sup> Street (Zizzo)	See Above	12-223-31-276-001
31		7		1334 50 <sup>th</sup> Street	41	12-223-31-207-016
32		8		1342 50 <sup>th</sup> Street	191	12-223-31-207-032
33		9		1420 60 <sup>th</sup> Street	50	12-223-31-384-027
34		10		1516 69 <sup>th</sup> Street	178	05-123-06-307-008
35		11		2014 62 <sup>nd</sup> Street	50	05-123-06-229-020
36		12		2102 62 <sup>nd</sup> Street	33	05-123-06-226-016
37		13		2104 62 <sup>nd</sup> Street	40	05-123-06-228-041
38		14		2108 62 <sup>nd</sup> Street	33	05-123-06-229-014
39		15		2109 62 <sup>nd</sup> Street	50	05-123-06-230-008
40		16		2110 61 <sup>st</sup> Street	40	05-123-06-228-016
41		17		3004 60 <sup>th</sup> Street	40	09-222-36-383-014
42		18		3620-50 <sup>th</sup> Street	188	09-222-36-231-009
43		19		4603 37 <sup>th</sup> Avenue	61	09-222-36-227-002
44		20		4609 36 <sup>th</sup> Avenue	60	09-222-36-226-009
45		21		4615 36 <sup>th</sup> Avenue	60	09-222-36-226-010
46		22		4627 37 <sup>th</sup> Avenue	61	09-222-36-227-006
47		23		4702 36 <sup>th</sup> Avenue	73	09-222-36-227-028
48		24		4714 35 <sup>th</sup> Avenue	60	09-222-36-226-018
49		25		4720 35 <sup>th</sup> Avenue	176	09-222-36-226-017
50		26		4804 37 <sup>th</sup> Avenue	192	09-222-36-230-015
51		27		4810 37 <sup>th</sup> Avenue	60	09-222-36-230-014
52		28		4811 37 <sup>th</sup> Avenue	60	09-222-36-231-002
53		29		4816 37 <sup>th</sup> Avenue	61	09-222-36-230-013
54		30		4817 37 <sup>th</sup> Avenue	69	09-222-36-231-003
55		31		4822 37 <sup>th</sup> Avenue	60	09-222-36-230-012
56		32		4823 37 <sup>th</sup> Avenue	69	09-222-36-231-004
57		33		4828 37 <sup>th</sup> Avenue	60	09-222-36-230-011
58		34		4901 37 <sup>th</sup> Avenue	69	09-222-36-231-005
59		35		4902 37 <sup>th</sup> Avenue	60	09-222-36-230-010
60		36		4907-37 <sup>th</sup> Avenue	69	09-222-36-231-006
61		37		4913 13 <sup>th</sup> Avenue	40	12-223-31-154-005
62		38		4915 37 <sup>th</sup> Avenue	69	09-222-36-231-007
63		39		4921 37 <sup>th</sup> Avenue	69	09-222-36-231-008
64		40		5006 Sheridan Road	603	12-223-31-156-001
				913 50 <sup>th</sup> Street		12-223-31-156-002
				5016 Sheridan Road		12-223-31-156-003
				0000 Sheridan Road (50 <sup>th</sup> Street & Sheridan Rd)		12-223-31-501-010
65		41		5103 13 <sup>th</sup> Avenue	66	12-223-31-157-002
66		42		5109 13 <sup>th</sup> Avenue	39	12-223-31-157-003
67		43		5115 13 <sup>th</sup> Avenue	35	12-223-31-157-005
68		44		5127 13 <sup>th</sup> Avenue	44	12-223-31-157-009
69		45		5131 13 <sup>th</sup> Avenue	37	12-223-31-157-010
70		46		5139 13 <sup>th</sup> Avenue	42	12-223-31-157-012
71		47		5143 13 <sup>th</sup> Avenue	44	12-223-31-157-013
72		48		5818 5 <sup>th</sup> Avenue	30	12-223-31-488-009
73		49		6039 18 <sup>th</sup> Avenue	207	05-123-06-204-012
					4,391	

**City of Kenosha**  
**December 1, 2021 to April 30, 2022 Snow Removal Services**  
**Proposal C**  
**City of Kenosha Property**

ALL	A	B	C	ADDRESS	SNOW REMOVAL FOOTAGE	ID #
74			1	0000 52 <sup>nd</sup> Street (Pershing South Parcel)	74	08-222-35-427-026
75			2	0000 54 <sup>th</sup> Street	274	12-223-31-426-007
76			3	0000 60 <sup>th</sup> Street (Hotel Site West Parcel)	57	12-223-31-358-014
77			4	702 58 <sup>th</sup> Street (Alford Building)	287	12-223-31-478-007
78			5	704-75 <sup>th</sup> Street (Gas station)	249	05-123-06-479-017
79			6	912-47 <sup>th</sup> Street	33	12-223-31-131-013
80			7	1000 50 <sup>th</sup> Street	117	12-223-31-154-011
81			8	1310-68 <sup>th</sup> Street	32	05-123-06-314-010
82			9	1338 50 <sup>th</sup> Street	45	12-223-31-207-015
83			10	1403-68 <sup>th</sup> Street	187	05-123-06-307-020
84			11	1406 60 <sup>th</sup> Street	35	12-223-31-384-030
85			12	1407 59 <sup>th</sup> Street	35	12-223-31-384-033
86			13	1501 61 <sup>st</sup> Street	71	05-123-06-206-020
87			14	1502 61 <sup>st</sup> Street	66	05-123-06-203-011
88			15	1505 60 <sup>th</sup> Street	50	05-123-06-203-003
89			16	1508 61 <sup>st</sup> Street	45	05-123-06-203-010
90			17	1510 62 <sup>nd</sup> Street	50	05-123-06-205-020
91			18	1515 52 <sup>nd</sup> Street	66	12-223-31-303-005
92			19	1516 62 <sup>nd</sup> Street	50	05-123-06-205-019
93			20	1701 62 <sup>nd</sup> Street (Shalom Center Vacant Lot)	50	05-123-06-207-008
94			21	1710 53 <sup>rd</sup> Street	141	12-223-31-326-024
95			22	1712 50 <sup>th</sup> Street	50	12-223-31-204-028
96			23	1713 62 <sup>nd</sup> Street (Shalom Center)	354	05-123-06-207-009
97			24	1715 52 <sup>nd</sup> Street	50	12-223-31-326-022
98			25	1727-52 <sup>nd</sup> Street (Ebay)	36	12-223-31-326-003
99			26	1800 60 <sup>th</sup> Street (Hotel Site – Main Parcel)	570	12-223-31-358-015
100			27	1801 52 <sup>nd</sup> Street	103	12-223-31-326-021
101			28	1808 53 <sup>rd</sup> Street	46	12-223-31-326-015
102			29	1822 53 <sup>rd</sup> Street	108	12-223-31-326-020
103			30	1826 62 Street	35	05-123-06-232-016
104			31	1827 62 <sup>nd</sup> Street	50	05-123-06-231-005
105			32	2019 61 <sup>st</sup> Street	50	05-123-06-229-004
106			33	2107 61 <sup>st</sup> Street	50	05-123-06-229-008
107			34	2211 57 <sup>th</sup> Street	40	09-222-36-483-002
108			35	2212 56 <sup>th</sup> Street	43	09-222-36-476-012
109			36	2218 56 <sup>th</sup> Street	42	09-222-36-476-011
110			37	2304 56 <sup>th</sup> Street	27	09-222-36-477-010
111			38	2502-54 <sup>th</sup> Street	114	09-222-36-405-005
112			39	2721-63 <sup>rd</sup> Street	34	01-122-01-152-002
113			40	3705-52 <sup>nd</sup> Street (Gas Station)	205	09-222-36-329-013
114			41	3712 50 <sup>th</sup> Street (Former B&G Site)	461	09-222-36-230-008
115			42	4421 52 <sup>nd</sup> Street (Pershing North Parcel)	248	08-222-35-427-020
116			43	4628 37 <sup>th</sup> Avenue	61	09-222-36-228-012
117			44	4814 Sheridan Road (Red Zone)	264	12-223-31-135-013
118			45	5215 Sheridan Road	790	12-223-31-426-008
				5319 Sheridan Road		12-223-31-426-016
				0000 8 <sup>th</sup> Ave (East of 5319 Sheridan Rd)		12-223-31-426-003
				5200 8 <sup>th</sup> Avenue		12-223-31-501-037
119			46	5500 8 <sup>th</sup> Avenue (Ventura Building)	304	12-223-31-439-008
120			47	5700 22 <sup>nd</sup> Avenue	140	09-222-36-483-001
121			48	5715 13 <sup>th</sup> Avenue	93	12-223-31-455-011
122			49	5801 6 <sup>th</sup> Avenue (Garb's)	192	12-223-31-488-003
123			50	5915 60 <sup>th</sup> Street	230	03-122-03-104-005
124			51	5915 Sheridan Road	44	12-223-31-462-002
125			52	6035 25 <sup>th</sup> Avenue	50	01-122-01-103-012
126			53	6037 22 <sup>nd</sup> Avenue	131.5	05-123-06-228-015
127			54	6106 23 <sup>rd</sup> Avenue	50	01-122-01-107-021
128			55	6350 28 <sup>th</sup> Avenue	182	01-122-01-153-019
129			56	6409-11 <sup>th</sup> Avenue	33	05-123-06-153-003
130			57	6523 14 <sup>th</sup> Avenue (Frost)	234	05-123-06-282-001
131			58	6638 14 <sup>th</sup> Avenue (KWU)	33	05-123-06-281-026
132			59	6640 14 <sup>th</sup> Avenue (KWU)	132	05-123-06-281-025
133			60	6702 39 <sup>th</sup> Avenue	351	02-122-02-410-001
134			61	6720 25 <sup>th</sup> Avenue	48	01-122-01-404-028
135			62	7525 40 <sup>th</sup> Avenue	63	03-122-11-101-004
136			63	8927 Sheridan Road	109	06-123-18-426-005
					8,265	



**CITY OF KENOSHA , WISCONSIN  
REQUEST FOR PROPOSAL  
REGARDING  
SNOW REMOVAL SERVICES AT CITY-OWNED PROPERTIES  
PROPOSAL NOTICE # 07-21**

**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 removal in accordance with specifications, special conditions and applicable ordinances:

TOTAL MONTHLY CHARGE

TOTAL CONTRACT PRICE

**PROPOSAL A: KENOSHA HOUSING AUTHORITY**

(1,867 lineal feet)

\$ \_\_\_\_\_/month x 4 months

\$ \_\_\_\_\_

**PROPOSAL B: KENOSHA REDEVELOPMENT AUTHORITY**

(4,391 lineal feet)

\$ \_\_\_\_\_/month x 4 months

\$ \_\_\_\_\_

**PROPOSAL C: CITY OF KENOSHA**

(8,265 lineal feet)

\$ \_\_\_\_\_/month x 4 months

\$ \_\_\_\_\_

**TOTAL COST (Proposals A+B+C)**

\$ \_\_\_\_\_

Price for Additions: \$ \_\_\_\_\_/lineal foot per month

Price for Deletions: \$ \_\_\_\_\_/lineal foot per month

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Submitted by: \_\_\_\_\_

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

Firm Address: \_\_\_\_\_

Phone: (    ) \_\_\_\_\_ Fax:    (    ) \_\_\_\_\_

E-mail: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

**CITY OF KENOSHA , WISCONSIN  
REQUEST FOR PROPOSAL  
REGARDING  
SNOW REMOVAL SERVICES AT CITY-OWNED PROPERTIES  
PROPOSAL NOTICE # 07-21**

**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 2020-21 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 handling up to twenty (20) additionally-assigned parcels over the approximate four (4) month period of the snow & ice season:

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Is this a Minority-Owned Business? \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

**CITY OF KENOSHA , WISCONSIN  
REQUEST FOR PROPOSAL  
REGARDING  
SNOW REMOVAL SERVICES AT CITY-OWNED PROPERTIES  
PROPOSAL NOTICE # 07-21**

**REFERENCES**

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

(A) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(B) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(C) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(D) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(E) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REMOVAL ACTIVITY REPORT

PERIOD COVERED:

ADDRESS	DATES SNOW REMOVAL PERFORMED												TOTAL

## PROPERTY MAINTENANCE 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, 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 must furnish all supervision, labor, equipment, tools, materials and supplies, as necessary to provide snow removal from concrete surfaces and to keep surfaces free of accumulations of ice from City-owned properties in strict accordance with CITY specifications, terms, conditions and Chapter V, Section 11 of the Code of General Ordinances.
- 2 **TERM:** The term of the Agreement is November 1, 2021 to April 30, 2022. If mutually agreeable to both parties, Agreement can be extended for an additional two years, awarded in one year increments (November 1, 2022 to April 30, 2023 and November 1, 2023 to April 30, 2024)
- 3 **STANDARDS FOR SERVICE:** Sidewalks must be cleared of snow full-width and length upon receiving two-inches (2") of snowfall. The sidewalks must **ALWAYS** be kept clear of ice. The sidewalks that are to be cleared are the public CITY sidewalks adjacent accessible ramps and the service walks leading to a private residence(s), when applicable. If a fire hydrant is adjacent to the property a three-foot (3') by three-foot (3') clearance around the hydrant must be maintained. The removal of snow and ice must be completed within a time frame of twenty-four (24) hours after the snow and/or ice event ends. In the event of that subsequent drifting of snow on sidewalks occurs, work must be performed within the same time frame of twenty-four (24) hours after the winds have subsided. Snow removal equipment with plows and cutting edges greater than five (5) feet and/or operating weights exceeding six thousand (6,000) pounds are prohibited to be used in snow and ice responses. The Department of Public Works will have final determination in the acceptability of the equipment being used in the response. Any and all damages to property including turf that is sustained in the course of service must be repaired and restored by the Contractor no later than May 1, 2022.

- 4 **DAMAGE TO PROPERTY:** Contractor is expected to exercise due caution to prevent damages to private property. Contractor will be held responsible for ruts left in yards or any other sustained damages to personal property.
- 5 **INSURANCE:** Contractor prior to performing work and during the Agreement must 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:
- Commercial General Liability: General Aggregate – Two Million dollars (\$2,000,000); Each Occurrence – One Million dollars (\$1,000,000).
  - Automobile Liability: Single Limit – One Million dollars (\$1,000,000)
  - Excess Umbrella Liability: Two Million dollars (\$2,000,000) over primary insurance coverage.
  - Workers Compensation: Statutory limits as required by the State of Wisconsin

The insurance required herein must be primary and noncontributory. A Certificate of Insurance must be issued to the City prior to execution of the Agreement. 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 endeavor to 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 of this Agreement. City must be named as additional insured with respect to required insurance coverages and additional insured endorsement with certification.

- 6 **PAYMENT:** The City will pay to the Contractor, \_\_\_\_\_ (\$ \_\_\_\_\_) for the period from December 1, 2021 to March 31, 2022. Payments will be made monthly in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) upon satisfactory completion of the work. For the months of November and April the City will pay the Contractor \_\_\_\_\_ (\$ \_\_\_\_\_) per snow fall occurrence if the Contractor is ordered to remove snow by the City. The list of properties to be maintained is attached hereto as Exhibit A. If a property is added or deleted from the list of properties to be maintained, the increase/decrease will be based upon an adjustment of \$ \_\_\_\_\_ cents per linear foot.

Contractor must invoice the City on a monthly basis for the maintenance period. The invoice must include a service frequency chart (example attached hereto as Exhibit B) for the month.

Payments will be made by the City on a monthly basis, but only after receipt of an invoice from the Contractor.

- 7 **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 is 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 this Agreement

- 8 **PERFORMANCE:** All snow removal services are subject to inspection by the City. Upon inspection, should it be discovered that Contractor has not fulfilled their obligation under this Agreement and terms, conditions and specifications of proposal contained herein, City reserves the right to withhold payment to the Contractor of \$.\_\_\_\_\_ per lineal foot for work not completed within the required 24-hour time frame. The City also has the right to terminate this Agreement upon twenty-four (24) hour notice for any breach thereof. In the event the Contractor fails to perform any provision of this Agreement, the City must notify the Contractor of the alleged breach. In the event the Contractor has not completed their obligation under this Agreement within twenty-four (24) hours after notification, the City reserves the right to withhold payment for services not performed at \$\_\_\_\_\_ per lineal foot, also this Agreement may be terminated by City forthwith.
- 9 **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 of this Agreement.
- 10 **OFFSET:** As an alternative to the withholding of payment for services not performed as allowed in Section 8, the 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.
- 11 **ASSIGNMENT:** Contractor cannot assign this Agreement to any other person or entity without the consent of City.
- 12 **LAWS RULES AND REGULATIONS.** Services under this Agreement must be performed in accordance with applicable Federal, State, and City laws, rules and regulations.
- 13 **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.
- 14 **NOTICE:** Any notice required to be given to any party to this Agreement must be by e-mail or in writing and delivered personally or by certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice is effective as of the date of delivery, if by e-mail, hand, or mailing, if by certified mail. Effective service to the City requires notice to all three contacts listed below. Notices required herein must be provided to parties at the following contacts:



If to City:

City Clerk/Treasurer  
Municipal Building, Room 105  
625 52<sup>nd</sup> Street  
Kenosha, WI. 53140  
cityclerk@kenosha.org

With a copies to:

Office of City Attorney  
Municipal Building, Room 208  
625 52<sup>nd</sup> Street, Room 208  
Kenosha, WI. 53140  
cityattorney@kenosha.org

Director of City Development  
Municipal Building, Room 308  
625 52<sup>nd</sup> Street  
Kenosha, WI. 53140  
citydevelopment@kenosha.org

If to Contractor:

*Signature pages follow*



CONTRACTOR:

A \_\_\_\_\_ Corporation

By: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF WISCONSIN)  
:SS  
COUNTY OF \_\_\_\_\_)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
\_\_\_\_\_ to me known to be such President of said corporation, and acknowledged  
to me that he executed the foregoing instrument as such owner as the Contract of said corporation  
by its authority.

\_\_\_\_\_  
Print Name:  
Notary Public, Kenosha County, WI.  
My Commission expires/is: \_\_\_\_\_