CITY OF KENOSHA, WISCONSIN REQUEST FOR PROPOSAL REGARDING

SNOW REMOVAL SERVICES AT CITY-OWNED PROPERTIES PROPOSAL NOTICE # 08-20

INSTRUCTION TO CONTRACTORS

Issued:

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 Properties, 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 September 15, 2020**
- 2.0 **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.

- 3.0 **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.
 - 3.1 The City of Kenosha will evaluate proposals based upon the following factors:
 - 3.1.1 Qualifications and capabilities;
 - 3.1.2 Current and anticipated workload(s);
 - 3.1.3 Equipment and Implement Inventories;
 - 3.1.4 Evidences of requisite Insurance Coverage (Section 5.0);
 - 3.1.5 References in similar contracts and:
 - 3.1.6 Cost.
- 4.0 **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.
 - 4.1 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.

- 5.0 **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.
- 6.0 **REFERENCES:** A minimum of three (3) relevant references should be submitted with response.

- 7.0 **COMPANY OVERVIEW:** All respondents shall complete and submit the Company Overview form that is included herein.
- 8.0 **CONTRACT REQUIRED.** Successful Contractor will be required to enter into a Contract with the City of Kenosha.
- 9.0 **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 # 21-17

SPECIFICATIONS

1.0 Anticipated Time Frame and Term: The Contract term shall commence on December 1, 2020 and include all time up to and including November 30, 2021. 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. 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 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 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 Community Development and Inspections, 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, 2020 to November 30, 2021 Snow Removal Services Proposal A Kenosha Housing Authority

Address	Linear Feet	Parcel ID #
1408 50th Street	53	12-223-31-206-010
1633 50th Street	199	12-223-31-277-010
1913 52 nd Street	63	12-223-31-327-002
2007 56th Street	34	12-223-31-354-003
2111 57th Street	80	12-223-31-355-007
2206 57th Street	100	09-222-36-484-005
2212 56th Street	43	09-222-36-476-012
2218 56th Street	42	09-222-36-476-011
2222 56th Street	41	09-222-36-476-010
2304 56th Street	27	09-222-36-477-010
4702 10th Avenue	66	12-223-31-133-001
4834 13th Court	75	12-223-31-207-022
4912 13th Court	40	12-223-31-207-019
5036 14th Avenue	45	12-223-31-277-050
5047 17 th Avenue	66	12-223-31-277-017
5417 23 rd Avenue	36	09-222-36-410-006
5504 22 nd Avenue	185	09-222-36-476-024
5510 22 nd Avenue	40	09-222-36-476-020
6119 13th Avenue	25	05-123-06-130-008
6123 13 th Avenue	66	05-123-06-130-009
6127 13th Avenue	33	05-123-06-130-010
6201 13 th Avenue	33	05-123-06-130-011
6209 13 th Avenue	49	05-123-06-130-013
6404 11th Avenue	192	05-123-06-153-001
6731 14th Avenue	194	05-123-06-314-004
0000 14th Avenue	44	05-123-06-314-005
6640 14th Avenue (KWU)	147	05-123-06-281-025
6642 17 th Avenue	142	05-123-06-278-018
0000 15th Avenue (Southeast Corner 65th St & 15th Ave)	206	05-123-06-281-050

City of Kenosha December 1, 2020 to November 30, 2021 Snow Removal Services Proposal B Kenosha Redevelopment Authority

Address	Linear Feet	Parcel ID#
1000 50 th Street	118	12-223-31-154-011
1006 52 nd Street	52	12-223-31-157-020
1010 52 nd Street	43	12-223-31-157-019
1022 50 th Street	42	12-223-31-154-007
1104 50th Street	226	12-223-31-154-006
1102-1200 52 nd Street	240	12-223-31-157-016
1334 50 th Street	41	12-223-31-207-016
1342 50 th Street	209	12-223-31-207-032
1420 60th Street	50	12-223-31-384-027
2014 62 nd Street	50	05-123-06-229-020
2102 62nd Street	33	05-123-06-226-016
2108 62nd Street	33	05-123-06-229-014
2109 62 nd Street	50	05-123-06-230-008
3004 60 th Street	40	09-222-36-383-014
3620-50th Street	187	09-222-36-231-009
4603 37 th Avenue	61	09-222-36-227-002
	-	09-222-36-226-009
4609 36th Avenue	60	
4615 36 th Avenue 4627 37 th Avenue	61	09-222-36-226-010 09-222-36-227-006
4628 37th Avenue	61	09-222-36-228-012
4702 36 th Avenue	73	09-222-36-227-028
4714 35th Avenue	60	09-222-36-226-018
4717 36 th Avenue	60	09-222-36-226-015
4720 35th Avenue	191	09-222-36-226-017
4723 36 th Avenue	180	09-222-36-226-016
4804 37th Avenue	202	09-222-36-230-015
4810 37 th Avenue	60	09-222-36-230-014
4811 37th Avenue	60	09-222-36-231-002
4816 37 th Avenue	61	09-222-36-230-013
4817 37 th Avenue	69	09-222-36-231-003
4822 37 th Avenue	60	09-222-36-230-012
4823 37 th Avenue	69	09-222-36-231-004
4828 37 th Avenue	60	09-222-36-230-011
4901 37 th Avenue	69	09-222-36-231-005
4902 37 th Avenue	60	09-222-36-230-010
4907-37 th Avenue	69	09-222-36-231-006
4908 37 th Avenue	60	09-222-36-230-009
4913 13 th Avenue	40	12-223-31-154-005
4915 37 th Avenue	69	09-222-36-231-007
4921 37 th Avenue	69	09-222-36-231-008
5006 Sheridan Road		12-223-31-156-001
913 50th Street	603	12-223-31-156-002
5016 Sheridan Road		12-223-31-156-003
0000 Sheridan Road (50th Street & Sher Rd)		12-223-31-501-010
5103 13th Avenue	66	12-223-31-157-002
5109 13th Avenue	39	12-223-31-157-003
5115 13th Avenue	35	12-223-31-157-005
5127 13th Avenue	44	12-223-31-157-009
5131 13 th Avenue	37	12-223-31-157-010
5139 13 th Avenue	42	12-223-31-157-012
5143 13 th Avenue	44	12-223-31-157-013
5215 Sheridan Road		12-223-31-426-008
5319 Sheridan Road	000	12-223-31-426-016
0000 8thAve (East of 5319 Sheridan Rd)	800	12-223-31-426-003
`		12-223-31-501-037
5200 8th Avenue		12-223-31-301-037
5818 5 th Avenue	30	12-223-31-488-009

City of Kenosha December 1, 2020 to November 30, 2021 Snow Removal Services Proposal C City of Kenosha

Address	Linear Feet	Parcel ID #
409 59th Street	247	12-223-31-486-001
702 58th Street (Alford Building)	287	12-223-31-478-007
717 56th Street (SE Corner 56th St & 8th Ave)	228	12-223-31-477-003
704-75 th Street (old gas station)	249	05-123-06-479-017
912-47th Street	33	12-223-31-131-013
1310-68th Street	32	05-123-06-314-010
1320 52nd Street (Zizzo)	168	12-223-31-276-020
1323 50th Street (Zizzo)	100	12-223-31-276-001
1403-68th Street	187	05-123-06-307-020
1406 60th Street	35	12-223-31-384-030
1407 59th Street	35	12-223-31-384-033
1502 61st Street	66	05-123-06-203-011
1505 60 th Street		
	50	05-123-06-203-003
1510 62 nd Street	50	05-123-06-205-020
1516 62 nd Street	50	05-123-06-205-019
1515 52 nd Street	66	12-223-31-303-005
1600 54th Street	33	12-223-31-304-014
1710 53 rd Street	141	12-223-31-326-024
1712 50th Street	50	12-223-31-204-028
1713 62 nd Street (Shalom Center)	354	05-123-06-207-009
1701 62nd Street (Shalom Center Vacant Lot)	50	05-123-06-207-008
1715 52nd Street	50	12-223-31-326-022
1727-52nd Street (Ebay)	36	12-223-31-326-003
1800 60th Street	580	12-223-31-358-015
1801 52 nd Street	103	12-223-31-326-021
1808 53rd Street	46	12-223-31-326-015
1822 53 rd Street	108	12-223-31-326-020
2019 61st Street	50	05-123-06-229-004
2107 61st Street	50	05-123-06-229-008
2721-63rd Street	34	01-122-01-152-002
2502-54th Street	114	09-222-36-405-005
3705-52nd Street	205	09-222-36-329-013
3712 50th Street	683	09-222-36-230-008
4053 30 th Avenue	40	07-222-25-428-016
4421 52 nd Street	231	08-222-35-427-020
5715 13 th Avenue	93	12-223-31-455-011
5500 8th Avenue (Ventura Building)	304	12-223-31-439-008
5801 6th Avenue (Garb's)	192	12-223-31-488-003
5902-5th Avenue (Garden Court)	221	12-223-31-485-001
5907 5 th Avenue		
	100	12-223-31-486-002
5911-5915 5 th Avenue	100	12-223-31-486-003
5915 60th Street	250	03-122-03-104-005
5915 Sheridan Road	44	12-223-31-462-002
5917 5 th Avenue	100	12-223-31-486-004
6035 25th Avenue	50	01-122-01-103-012
6037 22 nd Avenue	131.5	05-123-06-228-015
6106 23 rd Avenue	50	01-122-01-107-021
6350 28 th Avenue	182	01-122-01-153-019
6409-11th Avenue	33	05-123-06-153-003
6523 14th Avenue (Frost)	250	05-123-06-282-001
6638 14th Avenue (KWU)	33	05-123-06-281-026
6720 25 th Avenue	48	01-122-01-404-028
7525 40 th Avenue	63	03-122-11-101-004
8927 Sheridan Road	109	06-123-18-426-005

CITY OF KENOSHA, WISCONSIN REQUEST FOR PROPOSAL REGARDING

SNOW REMOVAL SERVICES AT CITY-OWNED PROPERTIES PROPOSAL NOTICE # 08-20

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 remo applicable ordinances:	oval in accordance with specifications, special conditions and
TOTAL MONTHLY CHARGE	TOTAL CONTRACT PRICE
PROPOSAL A: KENOSHA HOUSING	GAUTHORITY
(2,366 lineal feet)	
\$/month x 4 months	\$
PROPOSAL B: KENOSHA REDEVE	LOPMENT AURTHORITY
(5,305 lineal feet)	
\$/month x 4 months	\$
PROOSAL C: CITY OF KENOSHA	
(6,985.5 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:		
5		
Firm:	····	
Signature:		
Signature.		
Print name:	 	
Date:		
Firm Address:		
1 HH 7 tudicss.		
Phone: ()		
Fax: ()		
E-mail:		
		-
Payment Terms:		

CITY OF KENOSHA, WISCONSIN REQUEST FOR PROPOSAL

REGARDING

SNOW REMOVAL SERVICES AT CITY-OWNED PROPERTIES PROPOSAL NOTICE # 08-20

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 # 08-20

REFERENCES

le names, addr	esses and pho	one numbers o	of not less th	an three (3)	relevant pro	fessional ref
						

REMOVAL ACTIVITY REPORT

PERIOD COVERED	

ADDRESS		 DAT	ES SN	IOW R	EMOV	AL PE	RFOR	MED	 	 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 mun	icipal corpor	ation o	f the	State of	f Wis	scons	sin, l	hereinafter	refe	erred to	as	"CITY", and
			a lir	nited	liability	comp	any,	who	se princip	al pla	ace of b	usin	ess is located
at				herei	n referred	d to as	s "Co	ontra	ctor".				

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 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 December 1, 2020 through December 31, 2021. If mutually agreeable to both parties, Agreement can be extended for an additional two (2) years in one (1) year increments.
- 3. **STANDARDS FOR SERVICE:** Sidewalks must be cleared of snow full-width and length upon receiving two-inches (2") of snowfall. The sidewalks shall **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 shall be performed 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 shall 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 that 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 shall be repaired and restored by the Contractor no later then May 1, 2021.
- 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 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:

- 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.

5.	PAYMENT: The City will pay to the Contractor,	dollars
	(\$) per season. If a property is added to the list of properties to be maintain	ed, the
	increase will be based upon an adjustment of \$ cents per square foot. If property curre	ntly on
	the list is removed, the decrease will be based upon the cost per square foot in Deletion Schedule in	ıcluded
	herein.	

Contractor must invoice the City on a monthly basis for the maintenance period. The invoice must include a service frequency chart (example included herein) 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 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 this Agreement

- 8. **PERFORMANCE:** All snow removal services shall be 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 terminate this Agreement upon forty-eight (48) hour notice for any breach thereof. In the event the Contractor fails to perform any provision of this Agreement, the City must notify the Contactor, in writing, of the alleged breach, and in the event that the Contractor has not commenced with proper action to correct deficiencies within a forty-eight (48) hours after notification, 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:** 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 shall not assign this Agreement to any other person or entity without the consent of City.
- 12. LAWS RULES AND REGULATIONS. Services under this Agreement shall 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 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:

If to City: City Clerk/Treasurer

> 625 52nd Street, Room 105 Kenosha, WI. 53140

City Attorney's Office With a copies to:

> Municipal Building, Room 208 625 52nd Street, Room 208 Kenosha, WI. 53140

City Development

625 52nd Street, Room 308 Kenosha, WI. 53140

If to Contractor: a.

Signature pages follow

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

		OF KENOSHA, WISCONSIN cipal Corporation
	BY:	JOHN M. ANTARAMIAN Mayor
	DATE:	
	BY:	KAREN FORSBERG ACTING CITY CLERK/TREASURER
	DATE:	
STATE OF WISCONSIN) :SS		
COUNTY OF KENOSHA)		
Mayor, and Karen Forsberg, Acting City Cle municipal corporation, to me known to be su	erk/Trea uch May o me tha	or and Acting City Clerk/Treasurer of said at they executed the foregoing instrument as
	Print N	lame: Public, Kenosha County, WI.
		mmission expires/is:

CONTRACTOR:
BY:
DATE:
day of, 2020,
day of, 2020, g Member of, a limited liability
ling Member of said limited liability company, and
e foregoing instrument as such owner as the agreement prity.
Print Name:
Notary Public, Kenosha County, WI. My Commission expires/is: