

RESOLUTION 2008-78

10-15-08

RESOLUTION BY THE PUBLIC WORKS AND CAPITAL IMPROVEMENTS COMMITTEE AUTHORIZING ENTERING INTO A SNOW REMOVAL CONTRACT WITH MOBILE REDUCTION SPECIALISTS INC. FOR THE STURTEVANT DEPOT

WHEREAS, the Village of Sturtevant has solicited proposals for snow removal work at the Sturtevant Depot for the 2008-2009 season and has received three proposals;

WHEREAS, the proposals have been evaluated by the Public Works and Capital Improvements Committee and the proposal of Mobile Reduction Specialists Inc. is deemed to be in the best interest of the Village and is being presented to the Board of Trustees;

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

1. That the execution of a contract with Mobile Reduction Specialists Inc. for snow removal at the Sturtevant Depot at a cost of \$18,660.00 for the winter of 2008-2009 including the terms and conditions set forth in Exhibit A which is attached hereto and incorporated herein is authorized and approved subject to final review and approval by the Village Administrator.
2. That any funds necessary for the Village's portion of the snow removal contract are to be taken from parking fees generated at the Sturtevant Depot.
3. That the Village President and the Village Clerk are authorized to execute any contracts or other documents necessary to carry out the intent of this resolution.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 21st day of October, 2008.

Village of Sturtevant

By _____
Steven Jansen, President

Attest _____
Mary Hanstad, village Clerk

Exhibit A

CONTRACT TO PROVIDE DEPOT SNOW REMOVAL AND RELATED SERVICES

(15 October 2008)

THIS CONTRACT made this 21st day of October, 2008, by and between Mobile Reduction Specialists, Inc. (hereinafter referred to as "**VENDOR**") and the Village of Sturtevant, Wisconsin, a Wisconsin municipal corporation, (hereinafter referred to as "**STURTEVANT**").

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree as follows:

1 That **VENDOR** shall provide snow removal and de-icing services for the Sturtevant Depot 9900 E. Exploration Court, Sturtevant to **STURTEVANT** as described herein. A more complete description of the services to be provided is set forth in Exhibit A which is attached hereto and incorporated herein. All of the terms and conditions that are set forth in Exhibit "A" and "B" are incorporated into this contract by reference. Notwithstanding any term or provision set forth in the Exhibits, the parties agree and understand that the **VENDOR** shall be allowed to use sodium chloride on the asphalt areas of the parking lot and service drives.

2. That **VENDOR** shall provide all necessary staff, materials and equipment to perform said services.

3. The services under this contract shall be provided as appropriate throughout the snow season of 2008-2009. The cost is per year and is for the snow removal season. Billing is based on the cost per year divided by the number of payments set forth in this contract. For the snow season in 2008-2009 the cost shall be **\$18,660.00** which shall be payable in six equal monthly payments of **\$3,110.00** based on no more than 70 inches of snow during the snow season. **VENDOR** shall invoice **STURTEVANT** on a monthly basis starting in December 2008. Work done in excess of 70" of snow will be invoiced and paid pursuant to terms and conditions in Exhibit B on a monthly basis. The invoice will be itemized by event and hours worked.

4. **VENDOR** agrees to indemnify, defend, and hold harmless **STURTEVANT** and its officials, officers, and employees from and against any and all claims, damages, costs, and expenses (including reasonable attorney fees) arising out of or resulting from any alleged act or omission of **VENDOR** or its officials, officers, or employees relating to the services provided under the contract

5. Except as otherwise provided in this contract no change or modification of this contract shall be valid unless in writing and signed by both parties. This contract may not be assigned by either party without the written agreement of the other.

6. This contract supersedes all previous contracts, agreements and understandings, both oral and written, relating to the subject matter of this contract, and this contract constitutes the entire contract between the parties.

7. This contract shall be effective on the date of execution.

Mobile Reduction Specialists, Inc.

Village of STURTEVANT

By:

TIMOTHY J. HOFFERT

By:

STEVEN D. JENSEN
Village President

MARY HANSTAD
Village Clerk

EXHIBIT A

DESCRIPTION OF SERVICES

SCOPE

- A. The contractual agreement shall be to provide Snow Removal Services at the Sturtevant Train Depot, 9900 E. Exploration Court, Sturtevant, WI 53177 from approximately October 2008 thru April 2009.
- B. All technical questions are to be directed to Charles R. Stachowski, at (262) 886-2862.

COMPLETION OF WORK

- A. The work shall be completed as expeditiously as possible. Failure of the Contractor to prosecute the work diligently will be considered to be a breach of contract.
- B. The Contractor should be advised that time and quality is of the essence with respect to the work identified by the contract documents. The Village of Sturtevant reserves the right to (1) pursue any actual damages that may be incurred if there is a breach of contract, and (2) may cancel the contract upon written notice of Contractor if work performed is not acceptable to the Village.

SUB-CONTRACTING

There shall be **NO SUB-CONTRACTING** of the work under the Contract, without the expressed written permission of the Village of Sturtevant.

HOLD HARMLESS

Contractor agrees to hold the Village of Sturtevant harmless, to defend and protect the Village of Sturtevant to the fullest extent permitted by law for any claim, damages, lawsuits, causes of action arising out of the actions or omissions of the Contractor or its agents or employees.

INCURRING COST

The Village of Sturtevant is not liable for any costs incurred in replying to this RFP.

INSURANCE

- A. The Contractor shall for the duration of project operations carry insurance, with carriers in acceptable to the Owner, as follows:
1. Worker's Compensation, Employer's Liability and Occupational Diseases Insurance covering all applicable laws and statutes.
 2. Comprehensive General Bodily Injury Liability and Property Damage Liability Insurance including complete Operator's Coverage for all of the Contractor's activities in connection with this project. This insurance shall afford limits of not less than \$250,000 for each person and \$500,000 each occurrence for bodily injury liability, and limits of not less than \$125,000 for each occurrence and \$250,000 aggregates for property damage.

3. Comprehensive Automobile Bodily Injury Liability and Property Damage Liability Insurance covering the Contractor's legal liability for the ownership, operation, maintenance, or use of any automobile in connection with this project. This insurance shall afford limits of \$100,000 for injury or death to any one person and up to \$300,000 per aggregate.
- B. A Certificate of Insurance for each coverage required under this Contract showing the name of the Contractor, the name of the Insurance Company, the type of insurance, the policy number, the effective date, the expiration date, the limits of liability and a description of the operation to which the coverage applied shall be furnished to the owner before the work is started. This Certificate of Insurance shall contain a provision requiring a minimum of ten (10) days notice of cancellation or material change. If any change or cancellation is made, Owner shall be notified in writing.

BASE SNOW REMOVAL SPECIFICATIONS

1. Snow removal service shall be available 24 hours per day. Snowplow and snow removal should be performed when two (2) inches of snow accumulates or upon the request of the Village of Sturtevant's Department of Public Works. The contractor must provide the Village with a phone number that is available at all times (24/7) Special attention should be paid to the handicapped parking area in front of building. Area should be accessible to handicapped individuals at all times (24/7).
2. Areas to be plowed include: entire parking lot and entrances/exits to parking lot (including both cul-de-sacs).
3. **NO ROCK SALT** may be used at this property, except for roadway and parking areas. Vendor must submit specifications for de-icer for Village approval.
4. In addition, all sidewalks, area in front of handicapped parking spaces, platforms, sidewalks to platforms, towers (including tower steps), pedestrian bridge, and entrances shall be shoveled and de-iced when two (2) inches of snow accumulates or upon request from the Village of Sturtevant's Department of Public Works. This shall be done as often as necessary to maintain pedestrian safety and prevent ice build-up.

Fire exits shall at all times be clear enough that fire doors can be easily opened. Fire exits shall be de-iced when ice accumulates. Emergency exit walkways, tower stairs, pedestrian bridge, and train platforms shall have snow removed at the same time snow is removed from parking lot or when two (2) inches of snow accumulates or upon a call from the Village of Sturtevant.

Areas around elevator doors must be kept clear of snow and ice so that elevator doors can open and shut easily.

In addition, two (2) fire hydrants shall be cleared of snow when parking lot is plowed.

5. To avoid slippage, sidewalks, stairs, bridge, and train platforms shall be thoroughly de-iced as frequently as necessary to maintain safety.
6. Snow from plowing is to be moved to the following areas:
 - a) North end of main parking lot.
 - b) West end of main parking lot.

7. Snow is not to be dumped in front of dumpster or fire hydrants. These areas must be kept clear of snow, at all times.
8. Snow is not to be plowed, pushed, or dumped onto train tracks.
9. Parking gates will be in place in the parking lot. The contractor shall have an access card to enter through the gates without being charged a fee. Contractor's vehicles must fit through gates without causing damage to gates. If contract is not renewed, Contractor will return the access card or pay replacement fee.
10. On the east side of the tracks, a path shall be cleared of snow leading to the east tower mechanical room.
11. Snow shall not be piled near the two mechanical boxes located at the end of East Exploration Court. These boxes shall be cleared of snow to allow easy access.
12. Contractor shall follow all necessary Canadian Pacific Railroad Safety Regulations when clearing snow from train platforms and pedestrian bridge. Failure to follow the necessary safety precautions can be considered a breach of contract and may result in termination of the contract.
13. There is no on-site storage. All equipment must be brought to the site by contractor.
14. Contractor is responsible for any damage done to Village property.

EXHIBIT B

HOURLY RATES

1. Base Rate for snow removal during the 2008-2009 snow season is \$18,660.
2. Hourly rate for services in excess of 70" of snow accumulated during the current snow season is as follows (service after 2" accumulation during an event):

a. 4 x 4 truck w/plow	\$65.00 per hour
b. XT75 skid steer	\$85.00 per hour
c. 3 yd front end loader w/plow	\$130.00 per hour
d. Handwork	\$40.00 per hour
e. Salting Parking Lot	\$0.17 per pound
f. Salting Sidewalks and Platform	\$0.25 per pound (calcium chloride)

- Salting done at discretion of contractor