Issue Statement

Village of North Hudson

Regular Board of Trustees

October 6, 2020

Submitted by: Patrick Moos

TOPIC : Renew snow plowing contract with Zappa Bros.

BACKGROUND/CURRENT INFORMATION :

The Village has contracted in past years, with Zappa Bros. for snow plowing the streets of the Village of North Hudson. Five of the equipment rates have increased and are noted on draft contract. The guaranteed minimum is the same as years past.

Recommended Motion:

Renew snow plowing contract with Zappa Bros. Inc. with equipment rates increase and minimum guarantee to stay the same. This contract will cover the 2020-2021 snow season.

VILLAGE OF NORTH HUDSON

SNOW/ICE REMOVAL CONTRACT

THIS AGREEMENT made this 11th day of September, 2020, by and between the Village of North Hudson, a municipal corporation located in St. Croix County, Wisconsin, (hereafter "Village"), and Zappa Brothers Inc. (hereafter "Contractor"), for the purpose of Contractor removing snow and ice from Village streets, and spreading sand, salt and/or other treatment materials thereon under the terms and conditions hereafter set forth.

The Village provides certain equipment and operators for snow and ice removal. The Village further enters into an agreement with a contractor to provide additional snow and ice removal equipment. It is understood that the equipment of the Village as well as the contractor shall work together to achieve the goal of snow and ice removal for Village streets.

IT IS AGREED, in consideration of the mutual covenants set forth below, as follows:

1. TERM. This Agreement shall cover the period from October 1, 2020, through August 31, 2021, both inclusive.
2. CONTRACTOR'S EQUIPMENT & RATES. Contractor shall provide and have available at all times during said Term, the following equipment with fully-trained operators employed by Contractor, and shall be reimbursed by Village at the following rates when such equipment is used hereunder:

EQUIPMENT	HOURLY RATES
3 Ton Truck Plow & Sander (1)	$103.00^ to$104.00
Quad Axle Dump Truck (20 C.Y.) (4)	$101.00^ to$102.00
1 Ton and ¾ Ton Truck with Plow (2)	$83.00
John Deere 770 Grader with Wing (1)	$183.00^ to$185.00
CAT 950G Wheel Loader with 11 Ft. Plow (1)	$183.00^ to$185.00
Wheel Loader (2.50 C.Y.) (1)	$153.00
Wheel Loader (4 C.Y.) (2)	$168.00
Wheel Loader (5 C.Y.) (1)	$178.00^ to$180.00
Skid Steer Loader (4)	$98.00

In order to provide adequate snow and ice removal equipment and operators, the Village shall guarantee a minimum annual snow and ice removal payment of $7,000.00. This minimum payment applies to each snow season, commencing with the snow season of 2020, from fall through spring. In the event that the total monthly payments for each snow season do not equal or exceed the minimum payment, the Village shall make up the difference at the end of the snow season to insure that the minimum payment is made to the contractor for the preceding snow season.

3. CHANGE OF EQUIPMENT. Contractors shall not remove any of the aforesaid equipment from availability for performance of this Agreement, except in accordance with one of the following:
    a. For necessary repairs or maintenance which shall be performed and completed as soon as reasonably possible; routine or deferrable repairs or maintenance shall be performed on a schedule likely to maximize availability of equipment when needed under this Agreement.
    b. By replacement with equal or better equipment as measured by its capability to perform the functions hereunder of their replaced equipment, with written notice thereof to the Village Street Superintendent, whose written consent shall be required before such replacement is effectuated. In such event, the hourly rate for the replaced equipment shall apply to the replacement equipment unless the replacement equipment is more equivalent to other of the aforesaid equipment having a lower hourly rate, in which case the lower rate shall apply thereto.
    c. Any other removal shall only be upon written consent of the Chairman of the Village Public Works Committee.

4. OPERATORS. The operators of said equipment shall be fully trained and skilled in the operation thereof, and shall be validly licensed to operate same in the State of Wisconsin. The operators shall be employed by Contractors, and shall not be deemed employees of Village nor entitled to any compensation or benefits from Village. Contractor shall be solely responsible for payment of compensation and benefits to the operators, and for fuel, maintenance, and repairs to the equipment, and for all insurance and other expense or liability of any kind incurred by Contractor and the operators in performance of this Agreement. Village's sole expenses shall be payments to Contractor under this agreement at the hourly rates set forth above and supplies including salt and/or other surface treatment materials. Operators employed by the Contractor shall not operate any Village owned trucks or equipment.

5. INSURANCE. Contractor shall maintain at all times hereunder, general liability insurance and vehicular liability insurance covering Contractor, all of said equipment (and replacement equipment) and the operators thereof, against liability for bodily injury and property damage, with minimum limits at least equal to <u>one</u> of the following:
    a. Single-limit coverage of $500,000.00 per occurrence, combined coverage for bodily injury and/or property damage; or
    b. Coverage for bodily injury of $250,000.00 per person and $500,000.00 aggregate per occurrence, and for property damage of $100,000.00 per occurrence.

    Contractor shall give written direction to Contractor's insurer or insurance agent to furnish to the Village Clerk a certificate showing such insurance, and to subsequently notify the Village clerk if such insurance lapses, is cancelled, non-renewed or reduced below such limits. Contractor shall cause the Village to be named as an additional insured on the policy.

6. PRIORITY OF VILLAGE WORK. Contractor shall give top priority to performance of the services hereunder at all times upon request of the Public Works Superintendent. Failure or refusal to place any such equipment in such service within one (1) hour after such request shall be deemed a default by Contractor hereunder, unless the Public Works Superintendent is satisfied that such failure or refusal was due to necessary, undelayable repairs or maintenance of such equipment.

7. STANDARDS FOR WORK. Snow and ice shall be removed to, or as close as practicable to, the normal street surface (whether concrete, bituminous or crushed rock), for the full finished street width (curb-face to curb-face, or edge of shoulder for streets without curbs), unless the Public Works Superintendent otherwise directs. Upon direction of said Superintendent, accumulations of snow and ice at street edges shall be pushed further back or removed to provide for subsequent plowing, but care shall be taken to avoid damage to curbs, grass, trees, shrubs, mailboxes and other objects in boulevards and abutting properties. Salt and/or other surface treatment materials shall be applied, upon direction of said Superintendent, to the driving lanes of streets, with emphasis on intersections and approaches to intersections. Since State Trunk Highway "35" is under the jurisdiction of the State of Wisconsin, services thereon shall be at the express direction of the Public Works Superintendent.

8. DIRECTION AND CONTROL. The Contractor shall be solely responsible for direction and control of the operators of said equipment, and the Village shall not directly control such operators. However, the Public Works Superintendent (or his designee) shall direct when the Contractor is to perform services hereunder, what services are needed, what equipment shall be used, and what priority of streets and services thereon shall be followed; Contractor shall then direct its operators within such guidelines. If Contractor disagrees with any decision(s) of the Public Works Superintendent (or his designee), or believes such decision(s) materially prevents or interferes with Contractor's ability to perform services hereunder in a manner consistent with the aforesaid STANDARDS, Contractor may appeal such decision(s) to the following, in this order, unless such person or entity is unavailable:
    a. Public Works Superintendent (if appeal is from the Superintendent's designee);
    b. Chairperson of Village Public Works Committee;
    c. Village Public Works Committee;
    d. Village Board of Trustees.

    Any such appeal shall be heard and determined as expeditiously as possible, but consistent with any required notice of meetings for public bodies (designated * above). However, nothing herein shall be deemed to authorize Contractor to fail, refuse or delay performance of services hereunder in accordance with such decision(s) pending determination of such appeal. If Contractor remains dissatisfied with the final determination of an appeal, Contractor may file a written notice that its performance thereunder is under protest, with all reasons or

objections set forth in detail therein, but Contractor shall remain obligated to perform such services in accordance with the decision(s) as determined on the appeal(s).

9. RECORDS. Contractor shall keep detailed records as to the use of each item of equipment hereunder, specifying each date, times of operation, service(s) performed and the operator's name. Records for the current date shall be kept with each piece of equipment and/or at Contractor's office, shall be available at all times for inspection and copying by village officials. The original record for each item of equipment shall be delivered to the Village with each monthly billing.

10. BILLING AND PAYMENT. On or before the 15th day of each month, Contractor shall submit to the Village clerk an itemized statement for Contractor's services hereunder since the prior billing, detailing total hours, rounded to the nearest quarter-hour, for each item of equipment, and multiplied by the applicable hourly rate thereof. The total shall be shown, and the date(s) covered by such billing shall be specified. The Village Clerk may issue a form for submission of such billing, in which event the Contractor shall use and complete same in submitting its billings hereunder. Billings submitted by the 15th of a month shall be considered by the Village Board of Trustees at its next regular meeting. Approved bills shall be paid by mailing of a Village check therefore on or before the Wednesday following such meeting. Nothing herein shall prevent the Village withholding payment of any part of any questioned billing, or prevent the Village from recovering any payment subsequently determined to be inappropriate under this Agreement.

11. INDEMNITY. Contractor agrees to indemnify and hold harmless the Village from any claims of any kind, and to defend the Village therefrom, arising from any intentional or negligent act by Contractor, its officers, agents and employees, with respect to Contractor's performance of the services under this Agreement.

    Notwithstanding the above, contractor shall not be responsible for replacing resident mailboxes unless the equipment of contractor actually comes into contact with a resident's mailbox. Village shall assist in any disputes between property owners and contractor as to any alleged damage to mailboxes. In the event a mailbox must be replaced by contractor, the value shall be limited to the kind and quality of the mailbox that was damaged.

12. SEVERABILITY. If any part of this Agreement is determined by a court of record to be void or unenforceable, or contrary to law, such part shall be deemed severed herefrom. The balance of this Agreement shall be given reasonable force and effect if possible, but may be terminated by either party on thirty (30) days written notice sent to the other party by certified or registered mail, or by personal delivery thereof to the principal place of business of such party.

Dated this 11th day of September, 2020.

Zappa Brothers Inc.

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Garry Zappa, President

Village of North Hudson

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Melissa Luedke, Village Administrator/Clerk