

PT  
5-21-18

18-0378

## SNOW AND ICE REMOVAL SERVICES AGREEMENT

**THIS AGREEMENT** is made effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF MANITOWOC, Wisconsin, a municipal corporation, with its principal offices located at 900 Quay Street, Manitowoc, Wisconsin 54220 ("CITY") and ECOLOGY TECHNOLOGY Inc., a Corporation with its principal offices located at 2717 South 10<sup>th</sup> Street, Manitowoc, Wisconsin 54220 ("ECO-TECH").

### WITNESSETH

**WHEREAS**, the CITY is responsible for removing snow and ice from the sidewalks to the full paved width of properties found to be in noncompliance with MMC § 7.210, regulating Snow and Ice on Sidewalks and Roofs; and

**WHEREAS**, ECO-TECH offers snow and ice removal services for hire.

**NOW, THEREFORE**, the parties agree as follows:

1. Scope of Work. ECO-TECH agrees to thoroughly remove snow and ice from sidewalks and/or walkways of properties found by the CITY to not comply with MMC § 7.210 within 72 hours of receiving the complaint and in accordance with the CITY's specifications for said service.
2. Permits. ECO-TECH agrees to obtain, at its sole expense, any and all permits and licenses as required by law and shall comply with the provisions of all applicable permits and licenses relative to the services to be performed.
3. Labor and Materials. ECO-TECH shall furnish all labor, materials and equipment necessary to perform the obligations of this contract. ECO-TECH agents, employees, and officers shall be equipped with a pager and/or cellular telephones, so they are accessible as necessary under this Contract.
4. Service Charges. ECO-TECH shall charge snow and ice removal services rendered pursuant to this Contract as follows:

	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
a) One-man crew: snow blow or shovel, and salt			
	\$40/hr.	\$42/hr.	\$45/hr.
b) Two-man crew: snow blow or shovel, and salt			
	\$80/hr.	\$84/hr.	\$90/hr.
c) Bobcat/Toolcat w/ 60" blower or broom			
	\$75/hr.	\$80/hr.	\$85/hr.
d) 50lb bag of Melt Away De-Icer			
	\$6.50.	\$6.75	\$7
d) Five gallon pail of treated sand			
	\$3.00	\$3.50	\$4.00

*Note: Items a) and b) are labor only. Salt or sand application will be billed separately.*

5. Service Times. ECO-TECH will provide services Monday through Friday from 8:00 am – 4:30 pm.
6. Payments. ECO-TECH shall submit Time and Equipment hours on a City work order for each individual property prior to payment of services made by the CITY. ECO-TECH shall not be compensated for work done before contractor's arrival, cancellations received before services performed, incorrect property information, duplicate requests, refusal of entry onto property, or conversations. Compensation will be reduced by 50% of the hourly rate for incomplete or inadequate services.
7. Additional Requirements. ECO-TECH will attend a pre-season meeting with City staff each fall. ECO-TECH will take and submit pictures to the City of the properties before and after snow/ice removal. Picture will include a view of the property address when possible and a minimum of three pictures per property showing the snow/ice covering sidewalk. ECO-TECH will meet with City staff to exchange Work Orders and discuss items on an agreed upon, varied schedule.
8. Assignment and Subcontracting. ECO-TECH shall not assign or subcontract any part of said work unless it has obtained the written approval of the CITY. The CITY shall have complete discretion in withholding or granting said approval.
9. Term and Termination. This Contract shall extend from the 2018-2019 snow season through the 2020-2021 snow season. Either party may terminate this Contract with 30 days written notice to the other party. CITY shall pay ECO-TECH for all services performed prior to the termination date. All projects in process at time of notice of termination shall be completed within 30 days and no new projects may be started once ECO-TECH receives notice of intent to terminate from the CITY.
10. Notice and Demands. A notice, demand or other communication under this Contract by any party to the other party shall be sufficiently given or delivered and deemed delivered as of the date such notice is delivered to the party intended, if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally and addressed to or personally delivered to:  
  

CITY: City Clerk – Attn: DPI	ECO-TECH: Lee R. Meyer
900 Quay St.	2717 S. 10 <sup>th</sup> St.
Manitowoc, WI 54220	Manitowoc, WI 54220
11. Confidentiality. ECO-TECH agrees to keep confidential any and all information, either oral, written or otherwise furnished, unless it was previously made public by the CITY or unless ECO-TECH was otherwise advised by the CITY that such information is not confidential. ECO-TECH further agrees that all information furnished by the CITY shall be used only in the performance of this Contract and may not be used for other purposes, including solicitation of clients, except upon

such terms and conditions agreed to by the CITY in writing. This obligation of confidentiality shall survive the termination of this agreement.

12. Insurance and Bonding. ECO-TECH shall maintain at its own cost and expense, insurance as specified below with a company or companies authorized to do business in the State of Wisconsin. Each policy and certificate shall require a 30-calendar day advance written notice of cancellation, non-renewal or material change in the policy. All coverage required shall apply as primary with the City, its employees and agents named as additional insureds as their interests may appear. A Certificate of Insurance for all required insurance shall be filed with the City when ECO-TECH signs this Contract.

**INSURANCE**

**LIMITS**

Worker's Compensation	Statutory Limit
Worker's Occupational Diseases	Statutory Limit
Employer's Liability	Statutory Limit
Comprehensive General Liability	\$1,000,000/ Occ.
Including Contractual Liability	\$2,000,000 Gen. Agg.
BI & PD Combined	\$1,000,000/ Occ.
Personal Injury	\$1,000,000 Gen. Agg.
Products & Completed Operations	\$2,000,000 Gen. Agg.
Automotive Liability BI & PD	\$1,000,000
Excess Liability Umbrella	\$5,000,000/ Occ.

13. Indemnification. ECO-TECH hereby agrees to hold the CITY, its employees, officials, officers and agents harmless and to indemnify and defend the City, its employees, officials, officers, and agents against all claims, demands, liabilities, losses, damages and expense of any kind or nature, on account of any injury, damage to, or death of any person or on account of any damage to any property of any nature arising from, in connection with, caused by or resulting from work performed pursuant to this Contract.

ECO-TECH shall be strictly liable to the CITY for any breach of this covenant by any of its agents, employees, officers and assigns.

All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.

14. Default. A material breach or default shall include, but not be limited to, the failure of a party to comply with any or all terms, provisions, requirements or covenants under this Contract. The breaching or defaulting party shall have ten (10) days in which to cure such material breach or default. Failure to cure may result in the non-breaching or non-defaulting party to choose to terminate this Contract immediately if they so desire. The parties may agree to a different time period to cure if curing cannot be completed within ten (10) days. The material breaching party or defaulting party shall be responsible to the other party for any costs and expenses incurred relating to or arising from a material breach or default under this Contract.

15. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder, unless documented in writing and signed by the parties involved.
16. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.
17. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.
18. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
19. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
20. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
21. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.
22. Equal Employment. ECO-TECH acknowledges that it is an equal opportunity employer. No provisions or application of this Contract shall cause or result in discrimination against any employee or applicant for employment in his or her hiring, tenure, condition or employment because of race, color, religion, sex or national origin.
23. Relationship of Parties. Nothing in this Contract nor any act of the parties shall be deemed or construed to create any relationship of third party beneficiary, of principal or agent of limited or general partners, of joint venture, or of any association whatsoever between the parties hereto.

