

Snow Removal Services Contract
City of Waukesha – Central Services Co., Inc.
Downtown Transit Center – Citywide Public Sidewalks

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to as the City; and Central Services Co., Inc., 1409 Poplar Drive, Waukesha, Wisconsin 53188, referred to as Contractor. Together the City and Contractor are referred to as the Parties.

Recitals

The City requires snow and ice removal services at its Downtown Transit Center and elsewhere throughout the City, and has determined that Contractor is qualified to perform the work. Contractor is willing to perform the work.

Now, therefore, the City and Contractor agree and contract as follows:

1. **Definition.** “Service” and “Services” mean removal of snow and ice and the application of appropriate de-icing and traction materials as necessary to maintain surfaces safe for pedestrian travel.
2. **Continuous Services.** Contractor shall perform Services at the Downtown Transit Center and Parking Ramp, 212 East St. Paul Avenue, referred to as the DTC, 7 days a week continuously as needed during the Term of this Contract and without further notification from City.
 - a. Service areas at the DTC include but are not limited to all public sidewalks, walkways, entryways, and other pedestrian ways surrounding the DTC, walkways leading to stair towers, the plaza in front of the DTC along St. Paul Avenue, the sidewalk leading to the surface parking lot on the northeast side of the DTC, all walkways leading into the covered concourse area, all bus entrance and exit drives on North Street, Brook Street and Mary Street, and the ground-level parking area.
 - b. Service areas at the DTC do not include parking areas above the ground level and the ramps leading to those parking areas.
 - c. Overnight snow and ice accumulation must be cleared no later than 5:30 a.m. Monday through Friday, 8:00 a.m. Saturday, and 9:00 a.m. Sunday; and must be kept clear throughout the remainder of the day.
 - d. Contractor shall keep equipment used for Services performed at the DTC on the DTC. Contractor shall be provided with a key to the indoor storage area at the DTC for this purpose.
3. **On-Call Services.** Contractor shall provide Services on an on-call basis upon notification by the City.
 - a. City shall notify Contractor of required Services by email addressed to sarah@centralservicescompany.com. The notification shall include the street address of the properties requiring Services.
 - b. Contractor shall perform Services on all public sidewalks, pedestrian ways, ADA curb ramps, bus pads, and fire hydrants abutting and adjacent to properties specified by the City in its notification.
 - c. If notification is given to Contractor by 11 a.m., Services shall be commenced no later than 5 p.m. the same day. Regardless of the time of notification, all Services shall be performed as promptly as possible after notification.
 - d. Because citations may be issued to the owners of the adjacent properties and evidence of the need for Services will be required, Contractor shall document the Services performed by photographing before and after the Services are performed, and shall deliver them to the City by email at the end of each week. Photos must include the address of the location.

4. Payment.

- a. For continuous Services performed at the DTC pursuant to section 2, City shall pay Contractor \$26,250 for the 2024-2025 winter season, \$27,040 for the optional 2025-2026 winter season, and \$27,850 for the optional 2026-2027 winter season. Payments shall be in 5 equal installments, payable on November 1, December 1, January 1, February 1, and March 1 of each winter season.
- b. For on-call services performed pursuant to section 3, City shall pay Contractor according to the following table:

Sidewalks and pedestrian ways:	
0 to 45 total linear feet	\$2.85 / lin. ft.
0 to 90 total linear feet	\$1.65 / lin. ft.
0 to 135 total linear feet	\$1.40 / lin. ft.
Over 135 total linear feet	\$1.05 / lin. ft.
Curb ramp with sidewalk	\$25.00 each
Curb ramp only	\$105.00 each
Fire hydrant with sidewalk	\$25.00 each
Fire hydrant only	\$100.00 each
Bus pad with sidewalk	\$25.00 each
Bus pad clearing only	\$100.00 each

- c. Contractor shall invoice City for all payments, and payment terms shall be net 30 days.
- 5. **Term, Renewal.** The initial Term of this Contract shall be one winter season commencing November 20, 2024, and terminating May 31, 2025. The City shall have the option to renew this contract for up to 2 additional winter seasons, commencing on October 1, 2025 and terminating May 31, 2026; and commencing October 1, 2026 and terminating May 31, 2027. The option to renew shall be exercised by written notice delivered to Contractor no later than July 1 after the termination of the most-recent Term. All terms and conditions, including fees, shall remain the same in each renewal Term, except as the Parties may agree in writing.
 - 6. **Equipment and Supplies.** Contractor shall supply, at its sole expense, all equipment, materials, and supplies necessary to perform the Services. Contractor warrants and represents that it has appropriate equipment and labor necessary to perform the Services.
 - 7. **Rock Salt Not to Be Used.** Rock salt shall not be used as a de-icing agent on sidewalks and pedestrian ways.
 - 8. **Responsibility for Damage.** Contractor shall be responsible for any damage caused to City property by Contractor in the performance of the Services.
 - 9. **Quality and Correction of Work.** Contractor shall perform the Services according to accepted practices and standards in the industry, and all City policies, rules, and regulations. All areas on which Services are performed shall be free of snow and ice upon completion of the Services. Contractor shall correct any substandard work upon notice from the City, at no additional cost to the City.
 - 10. **Indemnification.** Contractor shall indemnify and hold the City harmless from any and all claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind arising out of, or connected in any way with, Contractor's performance of the Services, including court costs and actual attorney fees.

11. **Insurance.** Contractor shall maintain insurance of the following kinds and for not less than the following limits, at Contractor's sole expense, at all times during performance of the Services. Policies shall be occurrence, and not claims-made, policies. Contractor shall obtain an endorsement making the City an additional insured and loss payee, and Contractor's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Contractor shall deliver a certificate of insurance to City showing that all requirements of this section are met.
- a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
 - b. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
 - c. Umbrella, \$5,000,000.
 - d. Worker compensation, statutory requirements.
12. **Assignment Prohibited.** This Contract, and the Contractor's responsibility to perform the Services under this Contract, may not be assigned in whole or in part, or subcontracted by the Contractor without the City's written consent.
13. **Notices.** All notices required by this Contract, and all other communications between the Parties, shall be addressed as follows:
- To the City: Attention Brandon Schwenn
City of Waukesha Dept of Public Works
201 Delafield Street
Waukesha WI 53188
bschwenn@waukesha-wi.gov
(262) 524-3593
- To Contractor: Attention Sarah Mack
Central Services Co., Inc.
1409 Poplar Drive
Waukesha WI 53188
Office: (262) 548-0005
Mobil: (414) 254-9650
sarah@centralservicescompany.com
14. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
15. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
16. **Integration.** This Contract embodies the entire agreement of the Parties with respect to the subject matter expressed herein. All other inconsistent agreements and understandings of the Parties with respect only to the subject matter expressed herein are superseded and are unenforceable.
17. **Amendments.** No amendments, additions, or changes of any kind to this Contract will be valid unless in writing and signed by all of the Parties to this Contract.

- 18. **Severability.** If any term of this Contract is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it will be so severed, and the remainder of this Contract will remain in effect and enforceable.
- 19. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.
- 20. **Federal Certifications.** Because Federal funds are used for payment of Services at the DTC, the attached Federal Certifications and Clauses are incorporated into this Contract by reference, and are binding on the Contractor.

City of Waukesha

 By Shawn N. Reilly, Mayor
 Date: _____

 Attested by Linda Gourdoux, City Clerk
 Date: _____

To certify that funds are provided for payment:

 Joseph P. Ciarro, Director of Finance
 Date: _____

Central Services Co., Inc.

 By (print name) _____
 Title: _____
 Date: _____