

**Snow Removal and Salting  
Contract for Purchase of Services  
2022-2023 Winter Season Contract**

**1. PARTIES.**

This Contract is entered into by and between The City of Appleton, Valley Transit, 801 S. Whitman Avenue, Appleton, Wisconsin (hereinafter referred to as "VALLEY TRANSIT"), and Bob & Dave's Lawn and Landscape Maintenance Inc., PO Box 828, Kaukauna WI 54130 (hereinafter referred to as "CONTRACTOR"). VALLEY TRANSIT and CONTRACTOR shall be referred to herein as "the Parties."

**2. SCOPE OF SERVICES**

CONTRACTOR will, in a workmanlike manner, perform as required under this Contract; and unless otherwise expressly stated, shall provide all the labor, materials, tools, expendable equipment, utility and transportation services necessary to provide snow removal and salting services for Valley Transit, all in strict compliance with the Contractors Proposal and all other documents incorporated herein by reference. Scope of work will only include the following service Locations:

- Valley Transit Administrative Offices, 801 Whitman Ave, Appleton, WI 54914
- Valley Transit, Transit Center, 100 E. Washington Street, Appleton, WI 54911

**3. PAYMENT**

VALLEY TRANSIT shall pay CONTRACTOR for the completed and accepted services rendered at the price(s) set forth in DESCRIPTION OF WORK TO BE PERFORMED as quoted on Contractors 2022 Work Order #20695 and #20696 dated August 12, 2022 – Attachment 3. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment, and incidentals necessary to complete the services. VALLEY TRANSIT shall pay CONTRACTOR by check within 30 calendar days of VALLEY TRANSIT'S receipt of invoice.

The time billed for work performed cannot exceed 12 hours per day without prior approval from duly authorized Valley Transit staff. Work performed beyond 12 hours without prior approval is at CONTRACTOR'S own risk. This paragraph does not apply if a Snow Emergency has been declared by the City of Appleton.

If a Snow Emergency has been declared by the City of Appleton, then the time billed for work performed cannot exceed 18 hours per day without prior approval from duly authorized Valley Transit staff. During a Snow Emergency, work performed beyond 18 hours without prior approval is at CONTRACTOR'S own risk.

**4. TERMS**

This Contract shall be effective for a one-year period, from October 1, 2022, through September 31, 2023. The funding of this service provided by CONTRACTOR are contingent upon federal, state, and local funding sources. There are termination clauses that can be implemented by either Party pursuant to Federal Regulation (49 U.S.C. Part 18, FTA Circular 4220.1E) and in accordance with Attachment 1- Federal Clauses.

**5. COMPONENT PARTS OF CONTRACT**

This Contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.

- Attachment 1 – Federal Clauses

- Attachment 2 – Insurance Requirements
- Attachment 3 – Contractor’s Proposal - Bob & Dave’s 2022 Work Order #20696 and 2022 Work Order #20695 dated August 12, 2022

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

**6. AMENDMENT**

This Contract shall be binding on all Parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any change in the provisions of this Contract may only be made by a written amendment, signed by the duly authorized agent, or agents who executed this Contract.

**7. NO WAIVER**

No failure to exercise and no delay in exercising any right, power, or remedy hereunder on the part of the Parties shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any right power, or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the Parties therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

**8. NON-DISCRIMINATION**

In the performance of work under this Contract, CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record, or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. CONTRACTOR further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, or national origin.

**9. SEVERABILITY**

It is agreed by the Parties that should any provision of this Contract be determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the Parties that all other provisions of this Contract remain in full force and effect.

**10. NOTICES**

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent by registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the Parties listed below:

**Valley Transit**  
Ronald McDonald  
General Manager  
801 S. Whitman Ave.  
Appleton, WI 54914

**Bob & Dave’s**  
Jessica M Brasch  
PO Box 828  
Kaukauna WI 54130

**11. AUDIT AND RETENTION OF DOCUMENTS**

CONTRACTOR agrees to provide all reports requested by VALLEY TRANSIT including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Reports and documents shall be available for inspection during normal business hours with 24 hour notice. Documents and records relating to the performance of service under the terms of this Contract shall be retained for a period of seven (7) years after the completion of all work, or for such a time as provided in Section 8, Audit and Inspection of Records, Appendix C, USDOT/FTA terms and conditions, incorporated herein by reference.

**12. LAW APPLIED**

This Contract shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin and Wisconsin Courts.

**13. INDEMNIFICATION**

For good and valuable consideration, CONTRACTOR agrees to indemnify, defend and hold harmless the City of Appleton and VALLEY TRANSIT and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs, including attorney's fees, arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of CONTRACTOR, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City of Appleton or VALLEY TRANSIT.

**Signature Page Follows**

**CITY OF APPLETON**  
A Wisconsin Municipal Corporation

**2022-2023 Winter Season  
Snow Removal and Salting Contract**

In witness whereof, the parties have executed this agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF APPLETON:**

APPROVED AS TO FORM:

By: \_\_\_\_\_

Ronald C. McDonald, Valley Transit General  
Manager

\_\_\_\_\_  
Christopher Behrens, City Attorney

Provision has been made to pay the liability which will accrue under the contract.

**Bob & Dave's Lawn and Landscape  
Maintenance Inc.:**

\_\_\_\_\_  
Jeri Ohman, Director of Finance

\_\_\_\_\_  
Jessica M. Brasch

Attachment 1 – Federal Clauses

**Compliance with Overall Federal Regulations Certification**

**49 CFR Part 18**

The Contractor listed below hereby certifies that it shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Federal Transit Administration (FTA) Master Agreement between the City of Appleton/Valley Transit and the Federal Transit Administration, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract. FTA contract clauses are listed in this RFP.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

## Attachment 1 – Federal Clauses

### FEDERAL CONTRACT CLAUSES

*The following clauses will be attached to the awarded proposer's contract.*

#### **No Obligation by the Federal Government**

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **Program fraud and false or fraudulent statements and related acts**

31 U.S.C. 3801 et seq.  
49 CFR Part 31 18 U.S.C. 1001  
49 U.S.C. 5307

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **Access to Records**

49 U.S.C. 5325  
18 CFR 18.36 (i)  
49 CFR 633.17

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

## Attachment 1 – Federal Clauses

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

### **Federal Changes**

49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (see [http://www.fta.dot.gov/funding/apply/grants\\_financing\\_3162.html](http://www.fta.dot.gov/funding/apply/grants_financing_3162.html)) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **Civil Rights**

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

## Attachment 1 – Federal Clauses

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### **Disadvantaged Business Enterprises**

49 CFR Part 26

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 1.18%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Valley Transit deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Valley Transit. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by Valley Transit and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

e. The contractor must promptly notify Valley Transit, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Valley Transit.

### **Incorporation of FTA Terms**

FTA Circular 4220.1F

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Valley Transit requests which would cause Valley Transit to be in violation of the FTA terms and conditions.

### **Termination Provisions**

49 U.S.C. Part 18

FTA Circular 4220.1F

(1) Termination for Convenience - The performance of work under the Contract may be terminated by Valley Transit in accordance with this Section in whole, or from time to time in part, whenever Valley Transit determines that such termination is in its best interest. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.



## Attachment 1 – Federal Clauses

(2) Termination for Default - If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Valley Transit may terminate this contract for default. Valley Transit shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Valley Transit.

(3) Termination by Mutual Agreement - The Contract may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions contained in these sections.

### **Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Valley Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Valley Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **Energy Conservation**

42 U.S.C. 6321 et seq.  
49 CFR Part 18

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**IR 2.1 SMALL EXPOSURE JOBS**  
**City of Appleton**  
**Insurance Requirements**

**Project:** \_\_\_\_\_

The Contractor shall not commence work on contract until proof of insurance required has been provided to the applicable department before the contract or purchase order is considered for approval by the City of Appleton.

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and that any insurance or self-insurance maintained by the City of Appleton, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

**1. INSURANCE REQUIREMENTS FOR CONTRACTOR**

Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- Each Occurrence limit ..... \$1,000,000
- Personal and Advertising Injury limit ..... \$1,000,000
- General aggregate limit (other than products/completed operations)  
per project ..... \$2,000,000
- products/completed operations aggregate ..... \$2,000,000
- Fire Damage limit — any one fire .....\$50,000
- Medical Expense limit — any one person .....\$5,000
- Watercraft Liability, (protection and indemnity coverage) IF the project  
work includes the use of, or operation of any watercraft..... \$1,000,000  
NOTE: per occurrence for bodily injury and property damage
- Products/Completed Operations coverage must be carried for two years after  
acceptance of completed work.

**Automobile Liability** coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol #1 – “Any Auto” basis.

**Workers’ Compensation** as required by the State of Wisconsin, and employers liability insurance with sufficient limits to meet underlying umbrella liability insurance

requirements. If applicable for the work coverage must include Maritime (Jones Act) or Longshoremen's and Harbor Workers Act coverage.

**Builder's Risk/Installation Floater/Contractor's Equipment or Property (If applicable):**

The Contractor is responsible for loss and coverage for these exposures. City of Appleton will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors.

**2. APPLICABLE TO CONTRACTORS/SUBCONTRACTORS**

- **Builder's Risk/Installation Floater/Contractor's Equipment or Property:** The Contractor is responsible for loss and coverage for these exposures. The City of Appleton will not assume responsibility for loss, including loss of use, or damage to property, materials, tools, equipment and items of a similar nature which are being used in the work being performed by the Contractor or its subcontractors or are to be built, installed or erected by the Contractor or subcontractors.
- **Primary and Non-Contributory requirement: All insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Appleton.**
- **Acceptability of Insurers:** Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the State of Wisconsin.
- **Additional Insured Requirements:** The following must be named as **additional insureds** on all liability policies for liability arising out of project work: **City of Appleton, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products – Completed Operations equivalent to ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation policies.**
- Certificates of Insurance acceptable to the City of Appleton shall be submitted prior to commencement of the work to the applicable department. **In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent.** These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least 30 days' prior written notice has been given to the City of Appleton.

### 3. INSURANCE REQUIREMENTS FOR SUBCONTRACTOR

All subcontractors shall be required to obtain commercial general liability (if applicable watercraft liability), automobile liability, workers' compensation and employers liability, (if applicable aircraft liability) insurance. This insurance shall be as broad and with the same limits as those required per Contractor requirements, excluding umbrella liability, contained in Section 1 above.

The following additional coverages are required where the corresponding box is checked. In addition, Contractor shall be responsible for consulting with its insurance carrier to determine whether any of the other following coverages should be carried based upon the specific project:

- Bond Requirements**
  - **Bid Bond:** The Contractor's Bid Bond equal to 5% of the contract shall accompany the bid for the project.
  - **Payment and Performance Bond:** If awarded the contract, the Contractor will provide to the Owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
  - **Acceptability of Bonding Company:** The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.
  - **License and Permit Bond:** The Contractor will provide to the City a License and Permit Bond in the amount stipulated in Appleton's Municipal Code.
  
- Property Insurance Coverage** to be provided by the Contractor
  - The property insurance must include engineering or architect fees and must equal the bid amount, plus any change orders.
  - Coverage includes property on the work site/s, property in transit and property stored off the work site/s.
  - Coverage will be on a **Replacement Cost basis**.
  - The City of Appleton, consultants, architects, architect consultants, engineers, engineer consultants, contractors and subcontractors will be added as named insureds to the policy.
  - Coverage must include collapse and be written on a "special perils" or "all risk" perils basis.
  - Coverage must include water damage (including, but not limited to, flood, surface water, hydrostatic pressure) and earth movement.
  - Coverage must include testing and start up.
  - Coverage must include boiler and machinery if the exposure exists.
  - Coverage must include engineers' and architects' fees.

- Coverage must include building ordinance or law coverage with a limit of 5% of the contract amount.
  - The policy must cover/allow partial utilization by owner.
  - Coverage must include a “waiver of subrogation” against any named insureds or additional insureds.
  - Contractor is responsible for all deductibles and coinsurance penalties.
- Pollution Liability – Contractors; Motor Vehicle/Automobile; Professional; Environmental Consultants/Engineers**
- Definition of “Covered Operations” in the policy must include the type of work being done for the City of Appleton
  - Limits of Liability:
    - \$500,000 each loss for bodily injury, property damage, environmental damage
    - \$1,000,000 Aggregate for bodily injury, property damage, environmental damage (environmental damage includes pollution and clean-up costs)
  - Deductible must be paid by the Contractor, consultants/engineers
  - The City of Appleton, its Council members and employees must be Additional Insureds
  - The policy must also cover subcontractors
  - Specify if “Wrongful Delivery” is covered
  - Must cover motor vehicle loading and unloading and show on Certificate of Insurance
  - Certificate of Insurance must state:
    - If the policy is an Occurrence or a Claims Made Form
    - If the defense costs reduce the limit of liability
    - If the policy covers motor vehicle loading and unloading claims
    - If there is an underground storage tank or a super fund exclusion
    - If there is a Contractual Liability Exclusion
    - If Bodily Injury includes mental anguish and emotional distress
- Aircraft Liability** insurance with a limit of \$3,000,000 per occurrence for bodily injury and property damage including passenger liability and slung cargo **IF** the project includes the use or operation of any aircraft, drone or helicopter.
- Unmanned Aircraft Liability** insurance with a limit of \$1,000,000 per occurrence for bodily injury, property damage liability, and invasion of privacy liability if the project includes the use of or operation of any unmanned aircraft.
- Watercraft liability protection and indemnity coverage** to be provided by the Contractor



August 12, 2022

2022 WORK ORDER #20695

Valley Transit.  
801 S Whitman Ave  
Appleton, WI 54914

Valley Transit APP Wittman  
801 S Whitman Ave  
Appleton, WI 54914

**DESCRIPTION OF WORK TO BE PERFORMED**

Snow Contract 2022-2023

~ Plowing  
\$90.00 per Unit Hour

~ Skid Steer  
\$100.00 per Unit Hour

~ Backhoe or Tractor  
\$115.00 per Unit Hour

~ Payloader  
\$180.00 per Unit Hour

~ Small Tractor with Attachment  
\$125.00 per Unit Hour

~ Shoveling, Snow Blowing, and Handwork  
\$75.00 per Man Hour

~ Ice Melter Sidewalk Salt - 50LB Bag  
\$25.00 per Bag

~ Rock Salt Spread in Parking Lot  
\$22.50 per 100 LBS Applied

~ Salt Application Fee  
\$35.00 per Time

~ Hauling Snow Off Property  
\$150.00 per Unit Hour, plus any disposal costs

**\*\*Prices only good for 15 days from date on estimate\*\***

There are no minimum charges per service, however some travel time may be factored into costs.

\_\_\_\_\_ Initials

### Snow Specifications

Does Bob and Dave's need to clear the lots?  Yes ( ) No

If yes, what is the least amount of snowfall that needs to be removed?

( ) Under 1 inch  1 inch or more

When does Bob & Dave's need to salt the parking lot?

( ) Bob & Dave's discretion  Not at all\*\*

\*\*If "Not at all" is selected, and a request for salting is called in, Bob & Dave's will do their best to accommodate the request based on product availability. The charge for this service will be \$30 per hundred pounds applied, plus the salt application fee.

Does Bob and Dave's need to shovel the ( ) Sidewalks and ( ) Fire doors? ( ) Yes  No

If yes, what is the least amount of snow that needs to be removed?

( ) Under 1 inch ( ) 1 inch or more

When does Bob & Dave's need to salt the ( ) Sidewalks ( ) Fire doors?

( ) Bob & Dave's discretion  Not at all

When should snow be hauled away from site?

( ) After each snow fall  Upon request only (Requires written approval)

Shift change if 24 hours? (Put N/A if this doesn't apply)

Days of operation: M T W T H F S ~~Sa~~ Hours of operation: 500AM - 1100 PM

Shift contact: On duty supervisor

Phone: (920) 832-5800

Email address: \_\_\_\_\_

What time, under ideal conditions, does the snow need to be removed by? Before 5AM and as requested throughout office hours

Snow removal isn't an exact science. The time that a snow storm starts and ends dictates when we start and end. We do everything in our power to have you open by the time you request.

The above work order # is needed to receive service that is otherwise not listed on your contract.

\_\_\_\_\_ Initials

### Terms and Conditions

This written agreement contains all conditions and describes all work to be done. This agreement supersedes all previous agreements and any verbal commitments made prior to date of this agreement.

**CHARGES:** This contract is a **Time and Materials** contract, based upon the rates quoted on the preceding page. Surcharges for fuel and materials (principally salt products) may be added if supplier pricing increases significantly after this contract is executed and accepted. Bob & Dave's will do its best to keep all such prices under control. **PAYMENT TERMS:** Invoices are due for payment 30 days after the invoice date. A 3% surcharge will be added to debit/credit card payments. Accounts that are more than 30 days past

due **WILL NOT BE PLOWED** until account is brought up-to-date. In addition, a **finance charge of 1.5% per month** will be assessed on such past due amounts, and will be paid by customer. Any excessive delays in payments of invoices may result in appropriate legal action being taken to collect such monies. Customer understands and agrees that cost of such legal action, including, without limitation, lawyer's fees, costs, and expenses of suit or bringing suit, may be passed on to the customer, and customer accepts this condition.

If changes are made to original contract's Scope of Work or Snow Specifications during the season, the cost of remaining or additional services are subject to change with notification from Bob & Dave's to customer before enforcement of cost change.

**SERVICES AND QUALITY:** Bob & Dave's will exercise its best judgement based upon weather forecasts and existing conditions at the time. Customer is aware that weather conditions may change rapidly and without notice. We can only respond to the current conditions, without regard for forecasted or actual changes of conditions. Customer agrees to allow Bob & Dave's to decide if snowplowing is warranted based upon snow accumulations at customer's particular location. Customer understands that snow accumulations may vary throughout the local area, and that accumulations in one section of the area are not necessarily indicative of the accumulation at the customer's particular location. Customer also understands that drifting snow may necessitate plowing of their particular location, regardless of the total snowfall at that location.

Customer understands that plowing (or salting) of a particular location may not clear the area to "bare pavement"- and that slippery conditions may continue to prevail even after plowing (or application of salt). Customer understands that Bob & Dave's assumes no liability for this naturally occurring condition. Customer agrees to defend and hold harmless the contractor for any and all trespasses or suits that may arise as a result of this naturally occurring condition.

**DAMAGES AND COMPLAINTS:** Reports of damages must be communicated in writing to Bob & Dave's within 48 hours. Failure to report damages constitutes a waiver of such damages, and the contractor is released from liability. Further, any invoicing questions or concerns must be addressed within ten (10) days of invoicing, or the invoices will be considered to be binding.

~~**CANCELLATION:** This contract shall be binding and shall inure to the benefit of parties and their heirs, executors, administrators, and assigns. This contract is cancelable upon 30 days written notification by either party, or a \$500 customer cancellation fee to terminate the contract immediately. Amounts invoiced or due for services rendered are due and payable immediately upon such cancellation.~~

*FTA termination clauses apply - DaE*

**RIGHT TO SUBCONTRACT:** Bob & Dave's may subcontract, either wholly or partially, any Work under this Agreement to any third party, without Customer's prior approval. Bob & Dave's will be deemed to have performed any Work actually performed by a subcontractor, and remains responsible and liable to Customer for any Work performed by a subcontractor, including the scope, quality, and nature of the services, as if Bob & Dave's had provided the Work itself. Bob & Dave's shall be responsible for its subcontractors' compliance with this agreement and for all payments to its subcontractors.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Jessica M Brasch

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

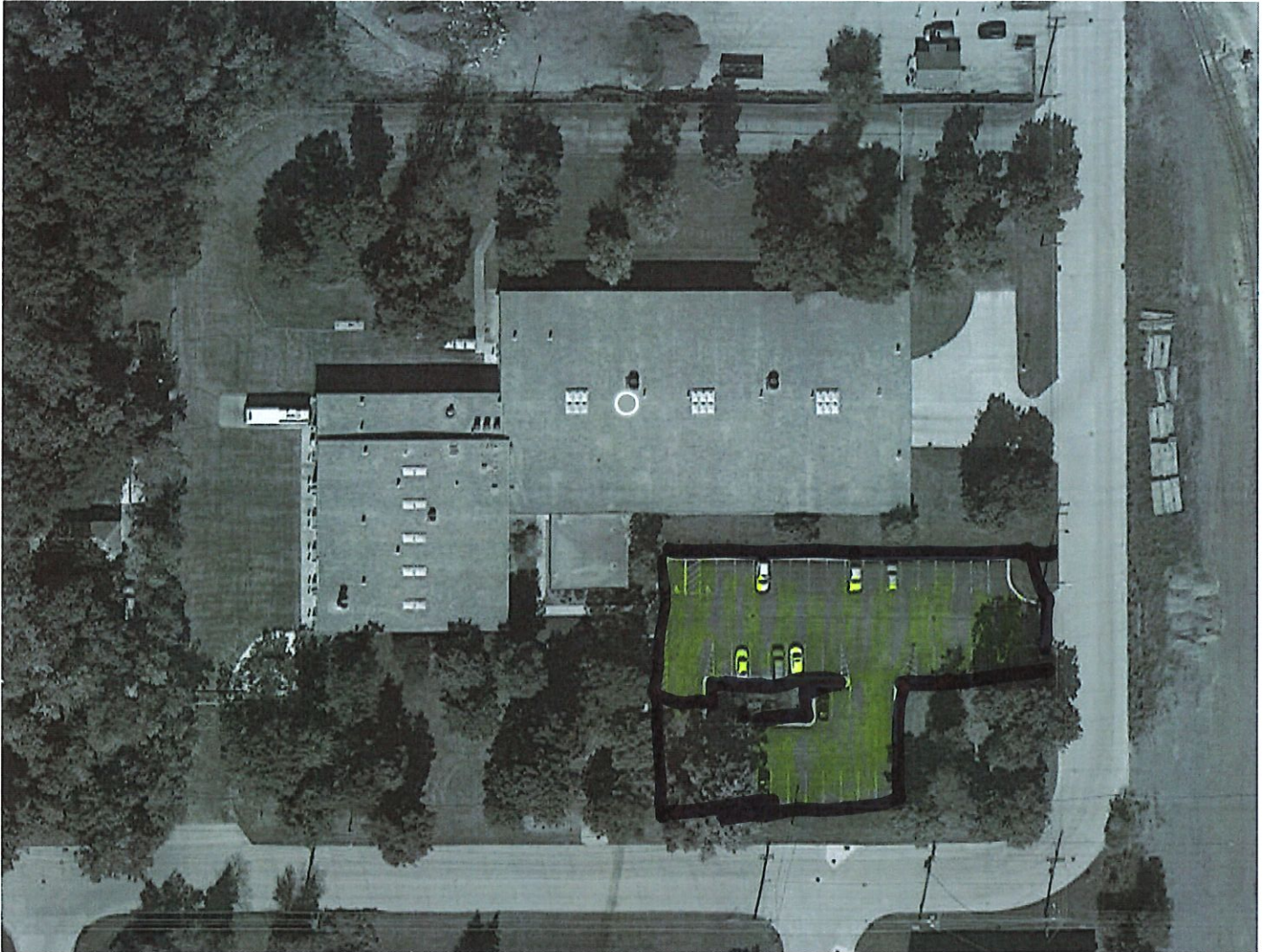
**BOB & DAVE'S LAWN AND  
LANDSCAPE MAINTENANCE INC.**

**VALLEY TRANSIT.**



# Please Complete & Return With Contract

Valley Transit  
801 S Wittman Ave  
Appleton, WI 54914



*Plow parking lot only*

Customer Signature \_\_\_\_\_

Please highlight the site map where you would like each service done.

Plow = Yellow  
Shovel / Snow Blow = Orange

Do not plow = Green  
Stack Snow = Blue



August 12, 2022

2022 WORK ORDER #20696

Valley Transit.  
801 S Whitman Ave  
Appleton, WI 54914

Valley Transit APP Washington  
100 E Washington St  
Appleton, WI 54911

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Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Jessica M Brasch

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**BOB & DAVE'S LAWN AND  
LANDSCAPE MAINTENANCE INC.**

**VALLEY TRANSIT.**

# Please Complete & Return With Contract

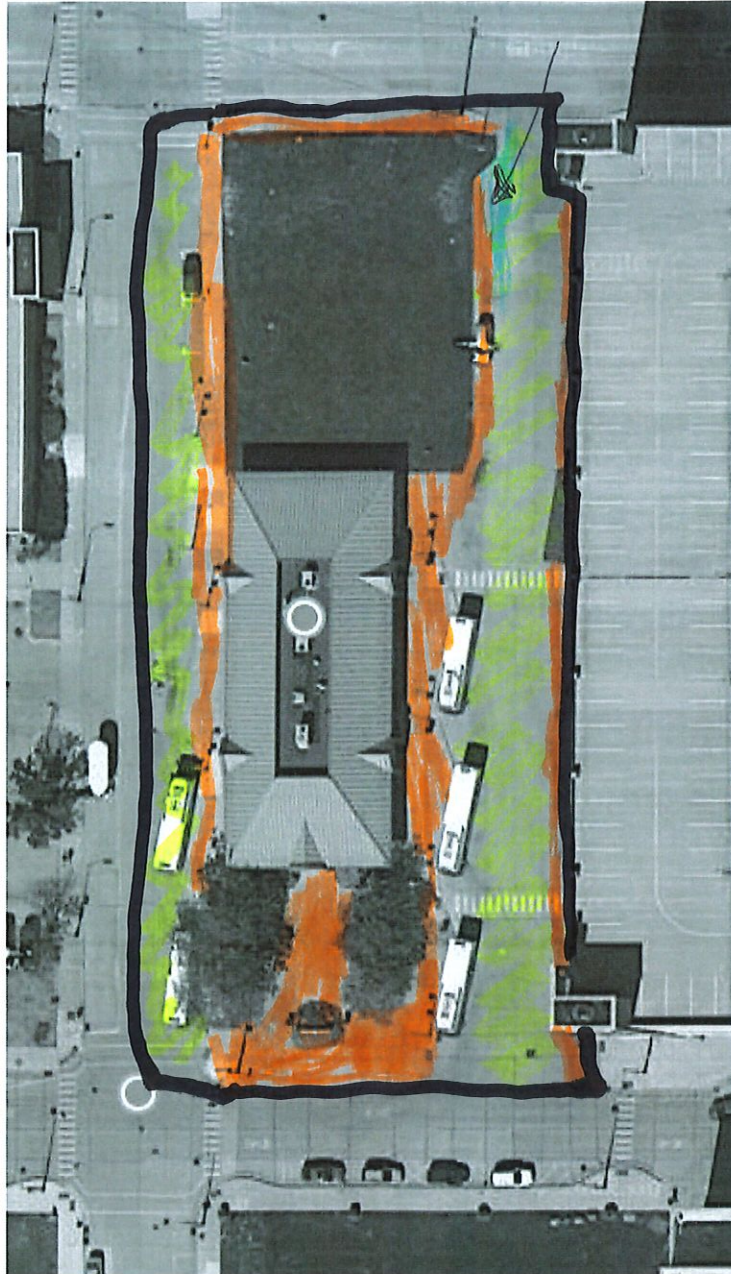
Valley Transit  
100 E Washington St  
Appleton, WI 54911



*Push snow  
here to haul away*

*Snow must be  
hailed away, but  
can be pushed aside  
for removal later in  
the day.*

*must clear sidewalks  
and cut outs for  
buses on Oneida St.*



Customer Signature \_\_\_\_\_

Please highlight the site map where you would like each service done.

Plow = Yellow  
Shovel / Snow Blow = Orange

Do not plow = Green  
Stack Snow = Blue