

VILLAGE OF DENMARK

STATEMENT OF WORK – SNOW REMOVAL SERVICES

THIS STATEMENT OF WORK ("SOW"), adopts and incorporates by reference the terms and conditions of the Services Agreement ("**Master Agreement**"), which was entered into on _____, 2024, between _____ [SERVICE PROVIDER ("**Service Provider**") and the VILLAGE OF DENMARK, WISCONSIN (the "**Village,**") and together with Service Provider, the "**Parties,**" and each, a "**Party**"), as it may be amended from time to time. This SOW is effective beginning on _____ [DATE] ("**Effective Date**") and will remain in effect until May 31, 2027 ("**Expiration Date**"), unless earlier terminated in accordance with the Master Agreement. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW, and the Master Agreement. Capitalized terms used but not defined in this SOW shall have the meanings set out in the Master Agreement.

1. Defined Terms. For purposes of this SOW, the following terms shall have the following meanings:

“**SNOW REMOVAL**” whenever used in this SOW or its attachments, include complete snow removal, salting, and ice control on approximately 14.6 miles of Village roads, 6,063 lineal feet of Village sidewalks and various Village-owned parking lots, driveways and storm water ponds located in the Village as set forth in the *Specifications for Performance of Snow Removal* (Schedule 2).

2. Project Summary. Snow removal services on Village owned streets, lots, drives, and sidewalks for a 3-year period covering the 2024-2025, 2025-2026, and 2026-2027 winter seasons.

3. Scope of Services and Schedule of Payments. Service Provider will perform snow removal services and be paid according to the following schedule(s) or attachment(s):

- (a) *Terms and Conditions for Snow Removal Services* (Schedule 1).
- (b) *Specifications for Performance of Snow Removal* (Schedule 2).
- (c) *Snow Removal Checklist* (Schedule 3).

4. Additional Insurance Requirement. In addition to the insurance coverages required in the Master Agreement, Service Provider, at Service Provider’s expenses, must obtain and carry owners and contractors protective liability insurance with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage. The Village shall be “Named Insured” on this coverage.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this SOW as of the date first above written.

SERVICE PROVIDER:

[SERVICE PROVIDER NAME]

By: _____

Name: _____

Title: _____

VILLAGE:

VILLAGE OF DENMARK

By: _____

Name: _____

Title: _____

SCHEDULE 1

TERMS AND CONDITIONS FOR SNOW REMOVAL SERVICES

By signing the SOW Service Provider agrees to be bound by the terms and conditions set forth below.

1. Compensation

A. Service Provider agrees to be compensated to provide snow removal services as follows:

DESCRIPTION:	Season 1 2024-2025	Season 2 2025-2026	Season 3 2026-2027
Fixed Pricing Snow Removal & Salting of <u>Permanently</u> Village owned Streets, Lots, Drives and Sidewalks Cost/snowfall	\$	\$	\$
Fixed Pricing Snow Removal & Salting of <u>Temporarily</u> Village owned Old Village Hall sidewalk (118 E. Main Street) & Central Business District Parking Lot and sidewalks (688' sidewalk plus lot and removal of snow and haul out each event) Cost/snowfall	\$	\$	\$
Fixed Pricing Snow Removal & Salting of <u>Temporarily</u> Village owned sidewalk located at 601 DePere Road (323') Cost/snowfall	\$	\$	\$
Fixed Pricing Snow Removal & Salting of <u>Temporarily</u> Village owned sidewalk located on North Avenue (Danish Meadow Lane r/w 70') Cost/snowfall	\$	\$	\$
Fixed Pricing Snow Removal & Salting of <u>Temporarily</u> Village owned sidewalk located on Hager Road VD-135-6 (1,288') Cost/snowfall	\$	\$	\$

Fixed Pricing Snow Removal & Salting of <u>Temporarily</u> Village owned Well 2 sidewalk and driveway located at 496 Grand Avenue (60' sidewalk plus driveway) Cost/snowfall	\$	\$	\$
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B. Hourly services – Service Provider will be paid for services on an hourly basis pursuant to this SOW as follows inclusive of the provision of services and equipment:

Equipment / Operator	2024-2025 Cost per hour	2025-2026 Cost per hour	2026-2027 Cost per hour
Dump truck with plow, salt spreader, and driver	\$	\$	\$
Loader with plow and driver	\$	\$	\$
Dump truck with driver when hauling	\$	\$	\$
Loader with driver when hauling	\$	\$	\$
Snow blower with sweeper/salt spreader and operator	\$	\$	\$
Shovel with labor	\$	\$	\$
Sidewalk salting by hand with labor	\$	\$	\$

2. Terms and Conditions

Service Provider agrees to perform snow removal services in compliance with the following terms and conditions:

A. The services to be rendered by the Service Provider shall be performed in a safe, competent and efficient manner. Service Provider shall be responsible for the repair of any lawns, landscaping, mailboxes, curbs, driveways or other property damaged during plowing. The repairs of lawns, landscaping, curbs, driveways and other property damage, except for mailboxes, shall be completed on or before May 1. Damaged mailboxes must be temporarily set up within 24 hours of the occurrence of damage in order to receive mail and must be permanently repaired on or before May 1, following the plowing season. The Village may, in its discretion, withhold payments due after March 1, as security for the completion of the repairs required under this paragraph. The Village reserves the right to

repair any damages with other sources if Service Provider fails to do so within a reasonable time of notice and repair, and bill Service Provider for the associated cost.

- B. Service Provider agrees that any consumption before or during working hours or driving or working under the influence of alcohol or controlled substances by its employees is strictly forbidden and shall constitute grounds for contract termination.
- C. Service Provider has examined and fully understands the instructions to contractors, bid specifications, and all other documents and addendums that have been supplied as part of the Village's request for bids pertaining to the Village's Snow Removal and Salting Request for Bids.
- D. Service Provider acknowledges that it is an independent contractor, and no employee of Service Provider shall represent or act as an agent of the Village.
- E. Service Provider has examined the Village streets and has become familiar with conditions surrounding the snow removal and salting requirements.
- F. Service Provider proposes to furnish all labor, equipment and materials necessary to perform the contract requirements and agrees that the rates are inclusive of fuel, equipment, labor, insurance, repair costs and all other costs and expenses that are or may be associated or incurred by Service Provider in connection with performing the snow removal services as required.
- G. The services will be performed in accordance with all elements set forth in this SOW, the Master Agreement, and the Request for Bids.
- H. Service Provider's bid was made in good faith and without fraud or collusion.
- I. Service Provider's bid was based solely upon Service Provider's own independent experience and business judgment.
- J. Service Provider acknowledges and agrees that the instructions to contractors, bid specifications, and all other documents and addendums that have been or will be supplied as part of the Village's request for bids pertaining to the Village's Snow Removal and Salting Request for Bids shall be considered an integral part of this SOW.
- K. In the event of any conflict between the terms of the Master Agreement and the terms of any document attached to or incorporated herein, the terms of the Master Agreement shall control and supersede any such conflicting term.

SCHEDULE 2

SPECIFICATIONS FOR PERFORMANCE OF SNOW REMOVAL

(See attached)

SCHEDULE 3

SNOW REMOVAL CHECKLIST

Date: _____

Company Name: _____

Address: _____

Phone #: _____

Authorized Signature: _____

Print Name and Title: _____

CHECK LIST FOR BIDDERS

- List of snow removal and salting equipment and location where equipment is stored.
- List of current clients that similar service is being provided to.
- Description of any exceptions (e.g., subcontractors) to the specifications.
- Proposal with authorized signature.
- Name, all phone numbers and e-mail address of contact person.