



CITY of NOVI CITY COUNCIL

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Agenda Item G
September 24, 2007

SUBJECT: Approval to award snow removal contract by Absolute Outdoor Services for service at Meadowbrook Commons, as recommended by Keystone Management Group, in the amount of \$21,850.

SUBMITTING DEPARTMENT: Parks, Recreation & Forestry

CITY MANAGER APPROVAL: RA for CSP

Table with 2 columns: Description and Amount. Rows include EXPENDITURE REQUIRED (\$21,850.00), AMOUNT BUDGETED (\$25,500.00), APPROPRIATION REQUIRED (\$21,850.00), and LINE ITEM NUMBER (594-000.00-941.000).

BACKGROUND INFORMATION: Keystone Management Group obtained four quotes for snow removal services at the Meadowbrook Commons facility. Staff reviewed all quotes and are confident that Absolute Outdoor Services can meet the facility's quality standards. A bid tabulation sheet, a recommendation letter from Cheryl Zagorski of Keystone Management Group, and the snow removal contract is attached.

RECOMMENDED ACTION: Approval to award snow removal contract by Absolute Outdoor Services for service at Meadowbrook Commons, as recommended by Keystone Management Group, in the amount of \$21,850.

Table for Mayor and Council Member votes. Columns: 1, 2, Y, N. Rows: Mayor Landry, Mayor Pro Tem Capello, Council Member Gatt, Council Member Margolis.

Table for Council Member votes. Columns: 1, 2, Y, N. Rows: Council Member Mutch, Council Member Nagy, Council Member Paul.



August 28, 2007

To: Randy Auler

From: Cheryl A. Zagorski

Subject: Summary for 2007/2008 snow removal contract for Meadowbrook Commons

Keystone Management Group has obtained four quotes for snow removal at Meadowbrook Commons for the 2007/2008 snow removal season. Our recommendation is to award this year's contract to Absolute Outdoor Services for the following reasons:

1. The quote from Unique Lawn and Snow was the lowest quote; however, they failed to provide an adequate equipment list to meet the needs of the facility.
2. Absolute Outdoor Services provided superior service during the 2006/2007 snow removal season. Their performance has proven to meet the facility's quality standard.
3. Absolute Outdoor Services is a local business with many of its snow removal customers in the immediate area.
4. Estimated snow fall for the upcoming season is expected to match/exceed last year's accumulation, therefore a seasonal quote is recommended. The total seasonal quote from Absolute Outdoor Services for the 2007/2008 season is \$21,850.00. Our budget for snow removal services is \$25,500.00.

Respectfully submitted,

Cheryl A. Zagorski
Community Manager
Meadowbrook Commons

Contractor	Per Push 1 - 4 inches	Seasonal Quote	Salt per ton @90 tons	Front end loader @ 40 hours	Total
Absolute Outdoor Services	\$625.00	\$7,500.00	\$10,350.00	\$4,000.00	\$21,850.00
Professional Grounds Services	\$675.00	\$29,900.00	Included in seasonal quote	\$6,000.00	\$35,900.00
Grass Groomers	\$625.00	\$28,020.00	Included in seasonal quote	\$5,000.00	\$33,020.00
Unique Lawn & Snow	\$500.00	\$7,350.00	\$10,350.00	\$3,800.00	\$21,500.00

Submitted by: Cheryl A. Zagorski
Ron Boyke

SNOW REMOVAL CONTRACT

This Contract made on this 1st day of October, 2007, by and between Meadowbrook Commons (legal name) commonly known as Meadowbrook Commons Apartments, hereinafter referred to as **OWNER**, and ABSOLUTE OUTDOOR SERVICES, hereinafter referred to as **VENDOR**, whose Federal Identification Number is 38-3632962 and whose address and telephone number for purposes of notice under this contract is 3250 Old Farm Lane, Commerce, MI 48390 Phone: 248-889-4273, hereby enter into this contract for snow removal, sanding and salting, subject to the following terms and conditions:

SECTION I. **Term** - This contract shall begin on October 1, 2007 and terminate on and including May 15, 2008, subject to premature termination provisions hereinafter set forth in Sections IV and VII of this Contract.

SECTION II. **Location** - Services are to be performed at: 25075 Meadowbrook Rd. Novi, MI, 48375.

SECTION III. **Scope of Services to be performed**

- A. Vendor shall service the Property when snow fall reaches an accumulation of one and one half inches (1-1/2") and shall salt or sand the property whenever conditions exist that would cause freezing of ice and or snow on the property, or as otherwise requested by OWNER.
- B. Vendor understands and agrees to perform all work in a good and workmanlike manner without delay and by exercising due diligence in accordance with the specifications set forth herein in this Contract and in accordance with industry standards and procedures.
- C. It is understood and agreed between the parties that time is of the essence with respect to all terms of this contract, and in particular with respect to the performance of work called for herein. Vendor agrees to commence work immediately when the conditions described herein exist and/or immediately after the Owner notifies Vendor of the need for services in accordance with this contract. Vendor acknowledges that its failure to perform its duties as and when described herein may cause serious or grave injury to the Owner/Property by virtue of injury or damage to the property and its residents and other individuals.
- D. Snow Removal from Parking Lots to be performed as follows:
- i. When snow accumulation reaches 1-1/2 inches.
 - ii. Inaccessible parking areas should be cleaned later in the same day.
 - iii. Snow should not be pushed against light poles, trees, carports, or moved to a location on the property or adjoining property which would be known or anticipated that snow would melt and freeze into ice on the abutting sidewalk, steps, walkway or other area posing a dangerous and hazardous condition to individuals who traverse that area.
 - iv. Snow must not block or cover drains, fire hydrants, emergency exits or drives, sidewalks or carports.
 - v. Handicap parking areas must be cleared in a manner to allow ingress and egress and in particular snow shall not be plowed into any handicap parking area.
 - vi. Snow must not be pushed onto sidewalks or handicap ramps.
 - vii. A site plan of the property is attached as a part of this agreement as Exhibit 1, reflecting the area least likely to disrupt the residents, flow of traffic, and day-to-day operation of the community. The map will also indicate the location of fire hydrants, speed bumps, bollard lights and other low protrusions, which should be avoided.

- E. Sanding/Salting to be performed as Follows:
 - 1. AFTER EACH PLOW
 - 2. SNOW ACCUMULATIONS LESS THAN 1 1/2"
 - 3. WHEN CONDITIONS DEEM NECESSARY; IE. ICE, FREEZING RAIN ETC.
- F. Snow removal, salting and/or sanding of Walkways/Sidewalks to be performed as follows:
 - 1. ACCUMULATIONS IN EXCESS OF 3" MAY REQUIRE VENDOR'S ASSISTANCE IN THE CLEARING OF SIDEWALKS. THIS IS AT THE OWNER'S REQUEST ONLY. PLEASE INCLUDE HOURLY RATE FOR HAND WORK.
- G. Vendor agrees to supervise, inspect and direct all work performed at the Property and to be responsible for the work and Vendor's employees and to take reasonable precautions to protect the property and adjoining or abutting properties, and the safety of individuals who traverse those areas.
- H. All work is to be performed in a time and manner least likely to disrupt the Residents of the Community.
- I. Vendor shall be responsible to the Owner, Property and Residents or other individuals or property for the acts and/or omissions of all the Vendor's employees, subcontractors, agents or others performing work on behalf of said Vendor. Vendor shall be responsible for all property damages caused by the performance of work called herein and shall promptly repair all damages to the condition that existed prior to the damage or reimburse the injured party for the cost of making such repairs.
- J. Vendor agrees that this Contract shall not be assigned without first seeking and obtaining the expressed written consent of the Owner.
- K. The Owner or its authorized agent may as conditions require, order changes in the work, consisting of additions, deletions or other revisions and the contract price and contract time adjusted accordingly. The Owner or its authorized agent in writing must authorize any revisions.
- L. Vendor shall have no claim against the Owner or Managing Agent for damage to their equipment or injury to the Vendor, its agents, employees or other individuals under its control.
- M. Vendor shall have no claim against the Managing Agent for payment of services, the Owner being solely liable for the payment of services rendered under this contract.
- N. Vendor will treat Owner's property as a priority during a snowstorm and timely perform its duties.

SECTION IV. Insurance – The Vendor shall maintain at all times, while obligated to perform the services requested under this Contract, the following Insurance coverage:

- A. Insurance for all vehicles used by the Vendor in order to perform this Contract.

- B. A policy of General Liability Insurance and Comprehensive Liability covering loss resulting from the Vendor's direct and indirect activities, whether performed by Vendor or its subcontractors, agents, or employees and covering injuries to persons or property who/which may be injured or damaged as a result of performance of this contact. The minimum bodily injury coverage (including death) shall not be less than Five hundred thousand dollars (\$500,000) for each occurrence. The property damage coverage required shall not be less than One hundred thousand dollars (\$100,000) for each occurrence and shall protect the work and any improvements on the property, including automobiles, and also covers any abutting or adjacent property to the area where the work is being performed. If said bodily injury and property damage coverage are combined, the total amount of coverage is to be no less than Five hundred thousand dollars (\$500,000) per occurrence.
- C. If Vendor employs any staff whatsoever, Vendor shall provide a policy of Workmen's Compensation and employer liability insurance for the protection of Vendor's employees or agents.
- D. Vendor agrees to prove proof of insurance requirements by providing a Certificate of Insurance naming the OWNER _____ AND _____, MANAGING AGENT, as Certificate holders and an additional named insured, and shall provide that the policy cannot be cancelled, allowed to expire, or coverage limits reduced without providing 30 days prior written notice to the Owner and Managing Agent. **Proof of Insurance should be sent to: (check one) ___ P.O. Box 30316, Lansing, MI 48911 OR 102 S. Main Street, Mt. Pleasant, MI 48858.**
- E. Vendor agrees to provide proof of Insurance requirements within two (2) business days of the date of signing this contract. In the event Vendor fails to provide the requested proof of insurance, Owner may at its sole election declare the Vendor in Default and decree this Contract as being null and void. If after any work has been performed by the Vendor, Owner learns that the policy was not obtained, or cancelled, Vendor will forfeit its rights to payment for any services it performed while in default of this Insurance provision.

SECTION V. Indemnification

- A. Vendor agrees that it shall indemnify and hold harmless the OWNER and MANAGING AGENT, agents and employees from any and all actions or causes of actions, claims, demands, liabilities, losses, damages, expenses of any kind and nature whatsoever, including actual attorney fees, which the Owner or Management Agent may sustain or be liable for in consequence of any injury or damage to persons or property which may arise directly or indirectly from the performance of this contact by the Vendor or its subcontractors, agents, employees or anyone directly or indirectly employed by or acting for them due to negligence or their failure to exercise ordinary care.

B. Vendor acknowledges that it is knowledgeable, experienced and skilled in the area of snow removal, salting and sanding and will exercise ordinary care in the execution of this contract.

SECTION VI. Payments - Vendor shall be paid in accordance with the rates checked below:

- | | |
|---|----------------------------|
| a. At least (1-1/2) and (4) inches of snow – price per plow | \$ <u>625⁰⁰</u> |
| b. Between (4) and (7) inches snow – price per plow | \$ <u>N/C</u> |
| c. More than (7) inches snow- price per plow | \$ <u>N/C</u> |
| d. Hand work (walks, curbs, drains, etc.) – per hour | \$ <u>35⁰⁰</u> |
| e. Other: <u>Calcium Chloride (per bag)</u> | \$ <u>20⁰⁰</u> |
| f. Price per ton of salt: | \$ <u>115⁰⁰</u> |
| g. Front end loader per hour rate: | \$ <u>100⁰⁰</u> |
| h. Dump truck per hour rate: | \$ <u>100⁰⁰</u> |

PLEASE INCLUDE A SEASONAL RATE \$ 7500⁰⁰ (does not include salt)

Invoices are to be sent to the Owner for payment at the following address: (check one):

P. O. Box 30316, Lansing, MI 48909

Property address: 25075 Meadowbrook Rd, Novi, MI 48375

SECTION VII. Premature Termination – Failure to Perform as Agreed. The Owner may at its sole discretion terminate this Contract at any time after default by the Vendor in the performance of the terms contained herein after providing Vendor with 24-hour notice to cure the default. It being understood by the Vendor that timely performance of this Contract is of the Essence. In the event of termination of this contract due to Vendor's default in providing services, Vendor shall be entitled to payment at the contract price for all accepted services prior to the default, less any sums Owner has had to expend to others to perform the work for which Vendor did not perform. If the sums should be insufficient to cover the additional expense, Vendor shall be liable for the difference.

8/13/07
Dated

Absolute Outdoor Services
Vendor
BY: [Signature]
ITS: _____

Dated

Owner
BY: _____
ITS: Managing Agent Representative