



**CITY OF NOVI CITY COUNCIL
SEPTEMBER 28, 2020**

SUBJECT: Consideration of approval to award a unit price contract to B&B Landscaping Inc., the lowest qualified bidder, for Snow Removal Services for City Streets and Municipal Sites, in the estimated seasonal amount of \$267,605. The contract term is for one year with two one-year extensions.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division
Integrated Solutions, Facilities

EXPENDITURE REQUIRED	\$ 225,530 Municipal Sites- Parking Lots & Sidewalks <u>\$ 42,075 Neighborhood Streets</u> \$ 267,605 Total (Estimated)
AMOUNT BUDGETED	\$ 256,455 Municipal Sites-Parking Lots & Sidewalks \$ 70,000 Neighborhood Streets
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	101-442.20-868.265 Parking Lots- Civic Center 101-442.20-868.301 Parking Lots- Police HQ & Gun Range 101-442.20-868.337 Parking Lots- Fire 101-442.20-868.442 Parking Lots- DPW 101-265.00-814.000 Sidewalks - Civic Center 101-301.00-814.000 Sidewalks- Police HQ & Gun Range 101-442.00-814.000 Sidewalks- DPW 203-203.07-868.100 Neighborhood Streets

BACKGROUND INFORMATION: The City of Novi's Department of Public Works recently solicited unit price bids, based on snow removal support service needs for the 2020-2021 winter season. The bidding documents identify two levels of service: Priority 1 (Police Headquarters and Civic Center), which require snow and ice removal within 1 hour of inclement weather with zero tolerance for snow or ice; and Priority 2 (Fire Stations 1-4, Indoor Gun Range, and DPW), which requires snow and ice removal within two hours of snow accumulation greater than two inches. In addition, roadway support services were solicited to enhance the level of service to neighborhood roads as-needed during large snow events.

Since 2017, the City of Novi has used contractual snow removal assistance services on municipal parking lots and select neighborhood roadways. This resource continues to allow operators to work more effectively and efficiently when clearing snow and ice from major, high traffic, roads.

Because winter maintenance events that require municipal parking lot and sidewalk clearing are easily estimated, bid pricing was solicited in two forms, a "per-push" rate (amount billed, and paid, associated with services rendered), or a "seasonal" pre-paid amount (amount paid prior to the season guaranteeing support services, at a reduced overall rate). Based on estimated snow removal and salting requirements, a "per-push" rate would cost the City an estimated \$294,000 (municipal lots and sidewalks). If the City commits to B&B Landscaping, at a "seasonal" rate, the estimated expenditure totals approximately \$225,530 for the same services, a savings of \$68,470 or 23%, cheaper than the per-push rate.

The seasonal rate for municipal lots and sidewalks would be paid four times throughout the winter (November 1, December 1, January 1, and February 1) prior to services being rendered at a cost of approximately \$56,382.50 per billing or \$225,530 total. The proposal requires a credit for services provided that are less than the minimum estimated number per municipal site, and additional payments for services exceeding the maximum estimated services provided. Neighborhood street clearing would be paid per event at the hourly rate.

Two bids were received and opened on September 2, 2020, following a public bid solicitation period. B&B Landscaping's bid is recommended as being in the best interest of the City as it is responsive (i.e. B&B Landscaping has complied with all bidding requirements and best meets service needs). A unit price bid tabulation is enclosed, which also includes hourly pricing for work requested on neighborhood streets.

The City Attorney's office has reviewed the contract to ensure the City is compensated appropriately if the contractor defaults (Beth Saarela, September 15, 2020).

RECOMMENDED ACTION: Approval to award a unit price contract to B&B Landscaping Inc., the lowest qualified bidder, for Snow Removal Services for City Streets and Municipal Sites, in the estimated seasonal amount of \$267,605. The contract term is for one year with two one-year extensions.

CONTRACT FOR SNOW REMOVAL SERVICES

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and B&B Landscaping Inc., whose address is 5392 Pleasant Hill Drive, Fenton, Michigan 48430, (hereinafter referred to as "Contractor").

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Contractor shall provide the materials and perform the services described on and in Schedule A (the "Work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract shall commence on the date of the last signature and end one year from the date of signature. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount services and materials as specifically set forth in the completed Proposal attached which is part of the attached Schedule A. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. With respect to the annual pre-payment amount, Client will pay Contractor in four (4) equal installments of approximately Fifty-Six Thousand Five Hundred (\$56,500.00) Dollars to be paid on or about November 1, 2020, December 1, 2020, January 1, 2021, and February 1, 2021. Payment is subject to the credit and additional payments schedule set forth in Schedule A. All credits and additional required payments shall be invoiced within 30-days of the last service provided for the season. For services rendered on an hourly basis in accordance with Schedule A, Contractor shall invoice Client on a monthly basis. The Client agrees to pay Contractor amounts due within thirty (30) days of receipt of an itemized billing/invoice from Contractor detailing all materials provided and work performed in connection with the billing and the hours and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A. Contractor will obtain written approval

of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days' notice in writing of such termination.

2. For convenience: The Client may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The Client shall pay all reasonable costs incurred by the Contractor up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.

B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In the event of early termination, payments for services provided shall be on a per push basis. Client shall pay for all pushes completed through the final termination date. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

Article V: Independent Contractor/Vendor Relationship.

A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's

compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor and/or vendor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

- B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

- A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.
- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule B, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule B.

Article VII: Information.

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all

other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

Article VIII: **General Provisions.**

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

- B. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.

- D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

- E. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.

- F. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

 Client: City Manager, Peter E. Auger and City Clerk, Cortney Hanson
 Contractor:

- G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.

- H. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- I. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.
- J. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

IN WITNESS WHEREOF, the Client and the Contractor have executed this Contract in Oakland County, Michigan, as of the date last listed below.

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

WITNESS AND DATES
OF SIGNATURES:

CONTRACTOR

Date: _____

By:
Its:

CITY OF NOVI
 SNOW REMOVAL SERVICES - CITY STREETS & MUNICIPAL SITES BID TAB
 9/2/2020 10:00

Company		B & B Landscaping		The Greener Side	
CITY STREETS					
Dump Truck w/plow & operator	Per Hr	\$110		\$160	
	No. Units	6		4	
		Plow Yes	Scraper 1 truck	Plow Yes	Scraper Yes
4x4 Pickup w/plow & operator	Per Hr	\$85		\$140	
	No. of Units	13		25	

City Streets Three Year Hourly Average - 495

<u>B&B Landscaping</u>	<u>The Greener Side</u>
\$42,075	\$69,300

OTHER EQUIPMENT	Hourly Rate	No. of Units	Hourly Rate
John Deere Loader	\$160	1	
John Deere Tractor/Loader	\$160	3	
Gehl Skidsteer/Pusher	\$95	1	
ATV/Plow/Salt Spreader	\$50	2	
Bobcat Tool Cat/Snow Blower/Salter	\$95	1	
Ventrac SSV		4	\$225
Snow Rator		6	\$220
Ventrac 4500		2	\$280
CAT 914 Wheel Loader		2	\$275

MUNICIPAL SITES			
Priority 1			
Police HQ	Per Push	\$700	\$340
Police HQ - Sidewalks	Per Push	\$225	\$225
Civic Center	Per Push	\$750	\$842
Civic Center - Sidewalks	Per Push	\$400	\$562
Priority 2			
FS #1	Per Push	\$300	\$149
FS #2	Per Push	\$250	\$149
FS #3	Per Push	\$300	\$149
FS #4	Per Push	\$300	\$192
Gun Range	Per Push	\$175	\$149
Gun Range-Sidewalks	Per Push	\$100	\$80
Dept of Public Works	Per Push	\$200	\$200
Dept of Public Works - Sidewalks	Per Push	\$175	\$168

CITY OF NOVI
 SNOW REMOVAL SERVICES - CITY STREETS & MUNICIPAL SITES BID TAB
 9/2/2020 10:00

Company		B & B Landscaping	The Greener Side			
SEASONAL PRICING (ALTERNATE)						
Priority 1						
Police HQ - Seasonal Amt		\$63,000	\$27,200			
- Per Push & Credit Amt		\$700	\$340			
Police HQ Sidewalks - Seasonal Amt		\$18,000	\$18,000			
- Per Push & Credit Amt		\$225	\$225			
Civic Center - Seasonal Amt		\$56,000	\$67,360			
- Per Push & Credit Amt		\$750	\$842			
Civic Center Sidewalks - Seasonal Amt		\$36,000	\$44,960			
- Per Push & Credit Amt		\$400	\$562			
Priority 2						
FS #1 - Seasonal Amt		\$9,370	\$5,215			
- Per Push & Credit Amt		\$300	\$149			
FS #2 - Seasonal Amt		\$4,970	\$5,215			
- Per Push & Credit Amt		\$250	\$149			
FS #3 - Seasonal Amt		\$9,370	\$5,215			
- Per Push & Credit Amt		\$300	\$149			
FS #4 - Seasonal Amt		\$9,370	\$6,720			
- Per Push & Credit Amt		\$300	\$192			
Gun Range - Seasonal Amt		\$5,250	\$5,215			
- Per Push & Credit Amt		\$175	\$149			
Gun Range-Sidewalks - Seasonal Amt		\$3,000	\$2,800			
- Per Push & Credit Amt		\$100	\$80			
DPW - Seasonal Amt		\$6,000	\$7,000			
- Per Push & Credit Amt		\$200	\$200			
DPW Sidewalks - Seasonal Amt		\$5,200	\$5,880			
- Per Push & Credit Amt		\$175	\$168			
TOTAL SEASONAL		\$225,530	\$200,780			
Monetary credit if season results in less than the minimum number of estimated pushes? <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;"></td> <td style="width: 30%; text-align: center;">Yes</td> <td style="width: 40%; text-align: center;">Yes, if there are 30+ plowable events</td> </tr> </table>					Yes	Yes, if there are 30+ plowable events
	Yes	Yes, if there are 30+ plowable events				

Seasonal Totals (Including City Streets Average)

B&B Landscaping The Greener Side

\$267,605

\$270,080

Guaranteed Response Time (City Streets)	Less than 1 hour	4 hours
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Guaranteed Response Time (Municipal Sites)	Less than 1 hour	1-2 hours
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ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

September 15, 2020

Matt Wiktorowski, Senior Manager
Field Operations Division
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: 2020-2021 Snow Removal Services Contract

Dear Mr. Wiktorowski:

We have received and reviewed the proposed Contract for Snow Removal Support Services thorough the 2020-2021 winter season. B & B Landscaping has proposed, and the City seeks to contract for snow removal services for the City's municipal properties, in the estimated Contract amount of \$226,000.00, which is a "seasonal" rather than a "per-push" rate. The proposal requires a credit for services provided that are less than the minimum estimated number per municipal site, and additional payments for services exceeding the maximum estimated services provided. Neighborhood street clearing would be paid per event.

The Contract provided is in the City's standard format for contract services. We have adjusted the payment and early termination provisions to take into consideration the early payment arrangement required by the "seasonal guarantee," agreement. In the event that the Contract is terminated early for cause or for the City's convenience, the City will pay for work completed through the termination date on a per push basis. Prepaid amounts, if any depending upon the timing of the early termination, will be prorated and returned to the City accordingly.

We see no legal impediment to entering into the Contract as proposed.

Please feel free to contact me with any questions or concerns in regard to this matter.

Matt Wiktorowski, Senior Manager
City of Novi
September 15, 2020
Page 2

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, City Clerk (w/Enclosure)
Jeffrey Herczeg, Director of Public Works (w/Enclosure)
Thomas R. Schultz, Esq. (w/Enclosure)

ORIGINAL



**NOTICE - CITY OF NOVI
INVITATION TO BID**

**SNOW REMOVAL SERVICES –
CITY STREETS & MUNICIPAL SITES**

The City of Novi will receive sealed bids for **Snow Removal Services – City Streets & Municipal Sites** according to the specifications of the City of Novi.

A mandatory pre-bid meeting will be held **Thursday, August 20, 2020, at 3:00 P.M.** at the Novi Civic Center, 45175 Ten Mile Rd., Novi, MI 48375.

Sealed bids will be received until **10:00 A.M.** prevailing Eastern Time, **Wednesday, September 2, 2020** at which time bids will be opened and read. Bids shall be addressed as follows and delivered to:

**CITY OF NOVI
FINANCE OFFICE**
45175 Ten Mile Rd.
Novi, MI 48375-3024

All bids must be signed by a legally authorized representative of the bidding firm. **OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "Snow Removal Services – City Streets & Municipal Sites" AND MUST BEAR THE NAME OF THE BIDDER.**

The City reserves the right to accept any or all alternative bids and award a contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; to subdivide the award, and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Tracey Marzonie
Purchasing Manager

Notice Dated: 8/17/2020

NOTICE TO BIDDERS:

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain bid documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.



CITY OF NOVI

SNOW REMOVAL SERVICES – CITY STREETS & MUNICIPAL SITES

INSTRUCTIONS TO BIDDERS

This bid is issued by the Purchasing Office of the City of Novi.

IMPORTANT DATES

Bid Issue Date	August 17, 2020
Mandatory Pre-Bid Meeting	Thursday, August 20, 2020, at 3:00 P.M. Novi Civic Center 45175 Ten Mile Road Novi, MI 48375
Last Date for Questions	Tuesday, August 25, 2020, by 12:00 P.M. Please submit all questions via email to: Tracey Marzonie, Purchasing Manager Tmarzonie@cityofnovi.org
Response Due Date	Wednesday, September 2, 2020 by 10:00 A.M.

MANDATORY PRE-BID MEETING

The mandatory pre-bid meeting begins promptly at the time listed above and will be closed thereafter to latecomers. It is the vendor's responsibility to take traffic, weather, etc. into consideration in order to arrive at the pre-bid meeting on time.

QUESTIONS

Please email all questions to the staff member listed above. Please write the name of the bid in the subject line. If you write anything else in the subject line, your email may be deleted as spam.

TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for products/ services. The first year of the contract will begin the date the awarded contract has been signed by Novi's Mayor, and will end on June 30, 2021. Upon mutual consent of the City of Novi and the successful bidder, the contract may be renewed three (3) times in one (1) year increments at the same terms and conditions of the original contract.

BID SUBMITTALS

Provided, **one (1)** unbound signed and clearly marked as ORIGINAL, and **three (3)** copies of the original bid, clearly marked as COPY. Original bid may be clipped but should not be stapled or bound. Copies may be stapled and bound. The original and copies should be identical, excluding the obvious difference in labeling. No other distribution of

the bids will be made by the Contractor. Bids must be signed by an official authorized to bind the Contractor to its provisions.

FAILURE TO SUBMIT PRICING ON THE BID FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

CHANGES TO THE BID/ADDENDA

Should any prospective Bidder be in doubt as to the true meaning of any portion of the ITB, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the staff member indicated above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional Bid provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info. Any addendum issued by the City shall become part of the ITB and subsequent contract and shall be taken into account by each bidder in preparing its bid. Only written addenda is binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

SUBMISSION OF BID

Bids must be submitted in a sealed envelope, box, or package, and clearly marked with: ITB Title, Deadline, Respondent's name, address, phone, fax, and contact name. Failure to do so may result in a premature opening or failure to open such bid.

To be considered, sealed bids must arrive at City Clerk's Office on or before the specified time and date. There will be no exceptions to this requirement. Bid is considered received when in the possession of the City Clerk. The Clerk's Department time stamp will determine the official receipt time. Contractors mailing bids should allow ample time to ensure the timely delivery of their bid. Bids received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected bids. The City reserves the right to postpone a bid opening for its own convenience.

All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the bid. Bids must be signed by an Authorized Representative of the submitting company on the enclosed form. Bids must show unit and total prices if requested. In case of mistakes in price extension, unit pricing shall govern.

A bid may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the bid may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

Bidders are expected to examine all specifications and instructions. Failure to do so will be at the bidder's risk.

Failure to include in the bid all information requested may be cause for rejection of the bid.

Any samples, CDs, DVDs or any other items submitted with your bid will not be returned to the contractor.

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

USE OF THE CITY LOGO IN YOUR BID IS PROHIBITED.

CONSIDERATION OF BIDS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder/proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the bidder states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

The Purchasing Manager hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unit prices shall be submitted if space is provided on bid form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is not provided. Any exceptions to the specifications must be noted on the bid form.

EXCEPTIONS

The City will not accept changes or exceptions to the bid documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the bid form. If Contractor neglects to make the notation on the bid form but writes it somewhere else within the bid documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the bid documents will be applicable during the term of the contract.

CONTRACT AWARD

The contract will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City of Novi. Qualifications, experience, references, comparable projects, price, previous experience

with vendor/contractor, delivery, and other factors will be considered in the evaluation process and award of contract. The City reserves the right to accept any or all alternative bids and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

After contract award, a summary of total price information for all submissions will be posted on the MITN website at www.mitn.info .

The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.

VENDOR DISQUALIFICATION

The City maintains the right to disqualify vendors under the following conditions:

1. In addition to any other remedies authorized by law, a vendor may be disqualified from bidding on any City contracts for up to three (3) years if it has been determined that the vendor, after award of the contract:
 - (a) Failed to provide the service or supplies required;
 - (b) Provided the service or supplies in an untimely manner causing delays and interference;
 - (c) Lacked financial resources and the ability to satisfactorily perform the contract or provide the services or supplies;
 - (d) Exhibited poor quality of performance in delivering the service;
 - (e) Delivered poor quality of goods;
 - (f) Failed to comply with laws and ordinances relating to the contract performance;
 - (g) Defaulted on its quotations;
 - (h) Such other action what leads the City to believe that the contractor's duties will not comport or comply with the bid requirements.
2. Vendors who are listed on the Excluded Parties List System at www.sam.gov

GENERAL CONDITIONS

INSURANCE

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful bidder prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A is to be provided to the City and remain in force during the entire contract period.

SAFETY REQUIREMENTS

The Contractor shall be solely responsible for the entire work site and provide all necessary protections as required by laws or ordinances governing such conditions and as required by the Owner. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the owner arising from such damages.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, and shall fully comply with all state laws or regulations and Michigan State building code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all necessary protective devices and signs throughout the progress of the work.

CONTRACT RENEWAL

No contract shall be automatically renewed at the end of any contract term.

NO EXCLUSIVE CONTRACT

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option.

NOTICE TO BIDDERS

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain bid documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.

TAX EXEMPT STATUS

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful bidder with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

The following exception shall apply to installation projects: When sales tax is charged to the successful bidder for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

FREIGHT CHARGES/SHIPPING/HANDLING

All bid/proposal pricing is to be F.O.B. destination.

INVOICING

Invoices may be mailed to: City of Novi, Attn: Finance Department, 45175 Ten Mile Road, Novi, MI 48375 or emailed to: invoices@cityofnovi.org.

CONTRACT TERMINATION

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful bidder will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

NON-DISCRIMINATION

In the hiring of employees for the performance of work described in this ITB and subsequent contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

ACCEPTANCE OF BID CONTENT

Should a contract ensue, the contents of the bid of the successful Bidder may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

DISCLOSURE

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this ITB is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

The City of Novi is not liable for any costs incurred by bidders prior to issuance of a contract.

INDEPENDENT PRICE DETERMINATION

By submission of a bid, the offeror certifies, and in case of a joint bid, each party hereto certifies as to its own organization, that in connection with the bid:

- (a) The prices in the bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any other Competitor; and
- (b) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

Each person signing the bid certifies that:

- (c) He is the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the bid and that he has not participated and will not participate in any action contrary to (a) and (b) above; or
- (d) He is not the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the bid but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A bid will not be considered for award if the sense of the statements required in the bid has been altered so as to delete or modify the above.



CITY OF NOVI

SNOW REMOVAL SERVICES – CITY STREETS & MUNICIPAL SITES

OVERVIEW

This invitation to bid encompasses two distinct and separate, snow removal services:

1. City Streets and
2. Municipal Sites

Conditions, terms and qualifications that are common to both snow removal services are presented in the first section titled "General Specifications". Specifications unique to City Neighborhood Streets or Municipal Sites are set apart for clarity. Contractors are welcome and encouraged to bid on either one or both services. All bids will be reviewed, recommended and awarded based on their individual merit.

The second set of specifications is for *City Streets*. These requirements are unique to specifications for the plowing City local roads. For purposes of this ITB, local roads are defined as those residential streets that are within subdivisions of the community. These include streets, cul-de-sacs and adjoining intersections.

The third and final set of specifications is for *Municipal Sites*. These requirements have been developed specifically to address the conditions encountered when plowing and salting these sites. Municipal sites include city-owned parking lots, drive approaches, and select facility sidewalks. Municipal Site winter maintenance is "**all Inclusive**", with the contractor being responsible for keeping all locations free of ice and snow as outlined in the specifications without notification by the City.

GENERAL SPECIFICATIONS - CITY STREETS and MUNICIPAL SITES

Introduction

The City of Novi is seeking unit bids from qualified contractors to provide snow removal services for the winter season. The contract shall be firm and binding from the date of the Mayor's signature on the awarded contract until June 30, 2021, with the option to extend for three (3) additional years in one (1) year increments.

The City reserves the right to award to a primary and secondary Contractor if it is deemed to be in the best interest of the City. Awards will be based on unit costs, overall resources, and municipal references and experience. If awarded to multiple contractors, each Contractor shall cooperate with the City and other Contractors in regard to storage of equipment and materials, execution & coordination of work.

City's Right to Suspend Work

The City shall have the right to suspend all or part of the work by written order, whenever in the judgment of the Public Works Director or their designee. Such suspension is required if in the general interest of the City, or if the Contractor has not fulfilled their obligations under the contract documents. Upon receipt of the Public Works Director's written order, the Contractor shall suspend the work covered by the order. Work shall not be resumed until ordered by the Public Works Director.

Personnel

The Contractor shall employ only competent, efficient employees and shall not use any unfit person or one not skilled in the work assigned to him, and shall at all times maintain good order among his employees. Whenever the Public Works Director shall inform the Contractor, that, in their opinion any employee is unfit, unskilled, disobedient, or is disrupting the orderly progress of the work, such employee shall be removed from the work and shall not again be employed under the contract.

All personnel must be validly licensed by the State of Michigan and hold a CDL License if operating a vehicle with a GVWR (gross vehicle weight rating) over 26,000 lbs. Personnel must be readily identifiable as employees of the contractor i.e. jackets, shirts, hats, etc.

Equipment

The Contractor shall provide a comprehensive list of all equipment intended for use under this contract. That list will be reviewed and approved for use by the Public Works Director or their designee. *Failure to include a comprehensive equipment list along with the bid shall render the bid as non-responsive.* The Public Works Director, or their designee, reserves the right to inspect the Contractor's equipment prior to awarding the contract. It shall be the Contractor's responsibility to maintain and repair their equipment.

All work shall be performed in a professional manner using quality equipment, all of which must be maintained and operated with the highest standards as well as meeting all City, County, State and MIOSHA laws and regulations. The City requires that the Contractor's company name be displayed on all vehicles.

Acceptable snow plowing equipment, indicative of what the City currently uses, includes dump trucks with 10-12' plows and approximately 10 cubic yards of capacity. Additionally, 4x4 pickup trucks with plows and other approved equipment are needed and acceptable.

The City may allow temporary storage of Contractor equipment on the Department of Public Works grounds only for equipment used in completing work associated under this contract. Storage will be allowed only during the period of active snow and ice on each call-in snow event; not continuously throughout the season. The Contractor shall have the equipment removed within 48 hours of completion of snow and ice removal activities for each event. Equipment stored onsite will be at the sole risk of the Contractor(s). The City shall have no liability or responsibility to the Contractor or any other person or company if equipment stored is damaged, vandalized, or stolen.

If contractor agrees to have city-owned AVL units installed on their trucks, the AVL units must be returned to the City upon termination of the contract.

Complaints and Corrections of Work

The City will investigate all complaints received from property owners regarding work done by the Contractor, and shall also have the right to make investigations on its own initiative. If, in the opinion of the Public Works Director or their designee, work is not performed in accordance with this contract and specifications, the Contractor shall be notified, informing him of the nature of the defect, location, desired remedy, and a time limit within which the defect may be remedied. Should the Contractor fail to correct the defect within the time allowed, the City may do so with City forces or another Contractor(s) and deduct the cost thereof from the amount due the Contractor at the time of payment.

Should the contractor fail to make correction to City's satisfaction and/or in the required time frame, City crews or another contractor(s) will correct the situation, and continue corrections until Contractor resumes his responsibilities or the contract is terminated. Invoiced amounts due to Contractor will be reduced at a rate of:

A. If completed by City Crews

Cost for labor, equipment (based on MDOT schedule C) and a 25% administrative charge

B. If completed by another contractor:

Invoiced amount plus 25% administrative charge

Snow Plowing Reporting Requirements

During the course of snow plowing, the Contractor shall immediately notify the City when any of the following occurs:

- An injury to any person or damage to any vehicle or property
- A breakdown of equipment

- A street cannot be plowed, reporting reason (i.e. blocked by parked cars)
- A street route or municipal site has been completed

Contractor Supervision and City Inspections

All work outlined in the specification will be subject to periodic field inspections by a representative of the Department of Public Works. The Contractor's presence may be requested during inspections at any or all of the locations specified.

The work assigned under this contract shall be under the direct charge and direction of the Contractor. The Contractor shall provide efficient supervision to the work, using their best skill and attention. The Contractor shall at all times keep a competent Supervisor on duty, which shall have full authority to act on behalf of the Contractor, and all directions given to the Supervisor shall be as binding.

The work shall be completed entirely unless the Public Works Director shall specifically direct otherwise. If, in the opinion of the Public Works Director, it is necessary or advisable that certain portions of the work be done immediately, the Contractor, upon order, shall proceed to complete said work in a priority manner.

Contractors Responsibilities

The Contractor shall assume full responsibility for work and take all precautions for preventing injuries to persons and property. The Contractor shall be responsible for all losses if the conditions under which the work is done are different from what was estimated or expected.

Contractor shall hold harmless the City and its individual officers and agents from all claims relating to:

- Injuries to any persons or property, received or sustained by or from the Contractor, his agents or employees, in doing the work or arising out of the work performed or to be performed.
- Any act, or neglect, of the Contractor, his agents or employees.

Contractor guarantees the reimbursement, repair or replacement and restoration of any cultivated area damaged by careless or accidental use of equipment or machinery. Contractor agrees to repair or replace any turf area, trees, parked vehicles, mailboxes, hydrants, and/or appurtenances damaged or destroyed by careless or accidental use of equipment or machinery in the performance of the Contract. **Turf areas are to be repaired with fresh sod** unless otherwise directed by the Public Works Director or their designee.

Contractor will be notified in writing of any reimbursement/repair/replacement/restoration work that needs to be done along with a deadline for when the work must be completed.

Contractor shall have no claim against the City for damage to their equipment or injury to the Contractor, its agents, employees or other individuals under its control.

Contractor Qualifications

The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein.

SPECIFICATIONS- CITY STREETS

In addition to the General Specifications listed above, the following specifications are unique to CITY STREETS plowing and salting.

Introduction

Snow removal services for CITY STREETS will be requested on an as-needed basis. The use of a supplemental snow removal contractor may be required in the event of long duration/repeated snowfalls or unforeseen equipment and/or labor shortages.

The City will retain primary responsibility for providing snow removal on CITY STREETS and will employ the use of standby contractor(s) on an as-needed basis. There is no guarantee that this aspect of the contract will be activated. Should it be necessary, this work will be performed on residential streets only, as directed by the Public Works Director, or their designee. The Contractor(s) will be utilized as a second shift, with City staff responsible for the snow removal at the beginning of the snow event.

The City will inform the Contractor of what equipment and personnel is needed for each event. For example, if the Contractor is called to remove snow from one City section (one square mile) the City may request one dump truck and one four-wheel drive pickup with certified operators. The Contractor will not be paid for snow removal equipment that was not requested by the Public Works Director or their designee.

Operational/ Procedural Requirements -Snow Plowing When Requested

For each snow event requiring the use of a supplemental snow removal service, the Contractor will be provided a snow route map, which will designate which streets require snow removal.

The Contractor will be responsible for the removal of snow on roads, which include subdivision streets and cul-de-sacs.

The roadways will be plowed the full width of the pavement from the center to both curbs ("curb to curb") to ensure drain structures are not covered and operate properly.

Snow from intersections shall be plowed parallel to the curbs so that no snow remains in the intersection. Intersections must be curved and snow deposited on tangent sections of street beyond the curved radii.

Snow from around cul-de-sacs shall be placed on cul-de-sac centers, or in areas so as not to block sidewalks, driveways or mailboxes.

Plowing shall be at a speed that is just sufficient to move snow, in the direction of traffic, and not at a speed that is unsafe or excessive.

Plowing equipment shall not turn around in private driveways.

Contractors shall not cause excessive snow to block any residential approach or walkway.

Contractor shall not clear snow from private driveways or approaches unless excessive snow from plow is blocking access or as otherwise directed by Public Works Director or his designee.

Contractors shall not perform private work while actively employed (plowing/salting during a snow event) for the City. Discovery of such work may result in immediate termination of contract.

Contractor shall turn in work logs daily noting time started, streets plowed, and end of shift.

Contractor must follow the Michigan Motor Carrier Safety Act of 1963 for hours of operating a CDL required vehicle.

Minimum Time Paid per Event

For each event over the initial four-hour period at prices bid.

Pricing

If the Contractor is called in to provide snow plowing services, a minimum of four hours of work will be paid at the respective contract unit prices. Travel time and "down time" will not be paid. The Contractor will be paid for documented hours worked

The hourly rate bid shall be all-inclusive representing all related costs including, but not limited to, equipment, labor, fuel, and insurance. The City will pay the Contractor at hourly rates awarded as part of this bid. Any premium for overtime, weekends, and/or holidays shall be the responsibility of the contractor.

No fuel surcharges will be allowed for the duration of the contract.

Response Time

The successful Contractor(s) will be required to respond to the City's request for service, via phone or email, within one (1) hour of being contacted. After this initial contact, the Contractor agrees to mobilize crews & equipment and report for work to the Department of Public Works no later than two (2) hours after the initial call, or as scheduled under mutual agreement.

General Requirements

Contractors are expected to stay within the City limits while working on snow

SPECIFICATIONS- MUNICIPAL SITES

In addition to the General Specifications listed above, the following specifications are unique to MUNICIPAL SITES plowing and de-icing and are considered "All Inclusive".

Introduction

Snow removal services at municipal sites will be contracted out for the upcoming winter. Municipal parking lots are prioritized by frequency of use by the public and municipal employees. They are classified for bidding purposes as priorities "1" and "2", with "1" being the highest priority. The City reserves the right to add or delete any of the lots if deemed to be in the best interest of the City.

The Contractor will retain primary responsibility for providing snow removal at MUNICIPAL SITES and will be responsible for all plowing and de-icing of parking lots, drive approaches and sidewalks included in this contract. This work will be performed at municipal sites only, as directed by the Public Works Director or their designee.

Locations	Address	Hours of Operation
Civic Center	45175 Ten Mile Rd.	24-7
Police Headquarters	45125 Ten Mile Rd.	24-7
Fire Station #1	42975 Grand River Ave.	24-7
Fire Station #2	1919 Paramount	24-7
Fire Station #3	42785 Nine Mile Rd.	24-7
Fire Station #4	49375 Ten Mile Rd.	24-7
Indoor Gun Range	26350 Lee BeGole Dr.	7:00 am – 10:00 pm
Department of Public Works	26300 Lee BeGole Dr.	7:00 am – 10:00 pm

Examination of Sites

Each bidder shall be responsible for visiting the sites of the proposed work to fully acquaint themselves with existing conditions so that they fully understand any difficulties associated with performing the work under the proposed contract. Bidders shall thoroughly examine all bid documents. The failure or omission of any bidder to receive and examine any form, instrument, addendum, or other document or to visit the site and acquaint themselves with conditions shall in no way relieve any bidder from any obligation with respect to their bid or to the contract. The submission of a bid shall be taken as evidence of compliance with this section.

Operational/Procedural Requirements - Snow Removal

Contractor shall promptly service all assigned *Priority 1* municipal sites under contract when snowfall reaches an accumulation of one inch (1"), or as otherwise requested by the Director of Public Works or their designee; see priority expectations below.

Contractor shall ensure that *Priority 2* parking lots are cleared and salted to permit occupancy of the property no later than 7:00 a.m., Monday through Friday and 8:00 a.m. on Saturday, Sunday and holidays.

During the normal workday from 7:00 a.m. to 10:00 p.m. and until the start of the normal workday on the following day, Contractor shall complete all plowing and salting operations as follows (see Bid Form for Priority Levels for each location):

Priority 1: Continuous Push – This is a full service treatment on all parking surfaces and sidewalks, with zero tolerance for any snow or ice accumulation. Service expectations include no-odor pre-treatment, on-call around the clock service as necessitated between October 15 – April 1; snow removal services between vehicles is required. A snow removal plan is required along with bid, outlining how care will be provided within one (1) hour of any accumulation of less than 1”; icing conditions.

Priority 2: This treatment is necessary for all parking surfaces, with zero tolerance for snow accumulation greater than two (2) inches, or any ice, as outlined, during the normal workday. “Normal workday” is specified above. Service expectations include no-odor pre-treatment, around the clock service availability, as necessitated, between October 15 – April 1. A snow removal plan is required along with bid, outlining how care will be provided for each location within two (2) hours of snow accumulation equal to or greater than 2”; icing conditions. .

Contractor will treat all municipal sites serviced under this contract as a priority during a snowstorm and timely perform its duties in a manner so as to least likely disrupt the residents of the community but promptly when the weather conditions necessitate immediate action.

Contractor understands and agrees to perform all work in a good and competent manner without delay and by exercising due diligence in accordance with the specifications set forth herein this contract and in accordance with industry standards and procedures.

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. Contractor agrees to commence work immediately when the conditions described herein exist and/or immediately after the City notifies Contractor of the need for services in accordance with this contract. Contractor acknowledges that its failure to perform its duties as described herein may cause serious or grave injury to the City by virtue of injury to its residents, other individuals, or damage to property.

Snow shall not be pushed against light poles, trees, carports, fences, 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. No snow is to be pushed onto the street or landscape area. Pushed snow will not cause damage to signs, shrubs, bushes or trees.

Plowed snow must not block or cover drains, fire hydrants, emergency exits or drives, sidewalks or carports. Snow shall not be pushed to locations to cause vision obstructions at intersections, block entrances, block handicap ramps, or usable parking lot spaces.

Handicap parking areas shall be cleared in a manner to allow ingress and egress; snow shall not be plowed into any handicap parking area.

Snow shall not be pushed onto sidewalks or handicap ramps.

Contractor agrees to supervise, inspect and direct all work performed at the municipal sites. Contractor will be responsible for the work and its employees and take reasonable precautions to protect the property and adjoining or abutting properties, and the safety of individuals who traverse those areas.

Contractor shall be responsible to the City and residents or property for the acts and/or omissions of all the Contractor's employees, subcontractors, agents or others performing work on behalf of said Contractor. Contractor 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.

Contractor agrees that this contract shall not be subcontracted or assigned without first seeking and obtaining the expressed written consent of the Public Works Director.

The City 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 City must authorize any revisions in writing.

Plowing at the assigned municipal site(s) shall proceed in a pattern that will permit the areas nearest to the adjacent building to be cleared first so that early arrivals may have easy access to the buildings.

The awarded contractor(s) is required to return to plow areas not able to plow because of parked cars after those facilities are closed. This is not counted as a push.

Operational/ Procedural Requirements – De-icing (salt and/or brine)

The Contractor shall provide a cost per site to complete all de-icing operations.

De-icing materials/liquids shall be applied whenever conditions exist that would cause formation of frost, ice and/or snow on the sites, or as otherwise requested by the Director of Public Works or their designee. Contractor will provide the de-icing materials/liquids.

Unless otherwise directed by the Public Works Director or their designee, all sites awarded/assigned to the Contractor shall receive a full de-icing application immediately following each plowing operation. Salt shall be applied to municipal sites in sufficient quantities to melt any ice:

- After plowing has been completed;
- When snow accumulations are less than 1 inch;
- When slippery, and/or icy conditions exist;
- After any type of ice storm or frost;

- At the Public Works Director or their designee's request.

Salt shall be applied at a rate sufficient to melt accumulated snow/ice in order to permit safe passage to/from municipal sites after plowing has occurred.

No sand or calcium chloride will be allowed as a treatment on driving surfaces unless prior approval is obtained by the Public Works Director or their designee.

At all times during the existence of chronic ice, Contractor must maintain a salting program for each area of the properties to assure maximum safety.

Pricing

The rate bid, per municipal site, shall represent all related costs (i.e. equipment, labor, fuel, insurance, etc). The City will pay the Contractor at either a seasonal or per push rate that is awarded as part of this bid. Any premium for overtime, weekends, and holidays shall be the responsibility of the contractor.

No fuel charges will be allowed for the duration of the contract.

SPECIFICATIONS - SIDEWALK SNOW & ICE REMOVAL
CIVIC CENTER AND POLICE STATION

DESCRIPTION OF WORK

It is the intent of these specifications to describe the required service for snow removal, shoveling and salting of sidewalks at City facilities.

- Novi Police Headquarters, 45125 Ten Mile Road, Novi, MI 48375
- Novi Civic Center , 45175 Ten Mile Road, Novi, MI 48375
- Indoor Gun Range, 26350 Lee BeGole Dr., Novi, MI 48375
- Department of Public Works, 26300 Lee BeGole Dr., Novi, MI 48375

SCOPE AND GENERAL REQUIREMENTS

The City of Novi recognizes that snow removal, shoveling, and salting is dependent upon the weather and as such, the following are general requirements in terms of service to be provided, which the Bidder shall confirm its ability and willingness to comply with in its proposal:

1. The successful Bidder will have snow removal crews on site within 30 minutes after or during a snow fall.
 - Novi Police Headquarters - Service required 24/7
 - Novi Civic Center – Service required between 7:00 am - 10:00 pm only, 7 days per week. If a snow event happens in the off hours, snow removal, and salting must be completed by 7:00 am.
 - Indoor Gun Range – Service required between 7:00 am - 10:00 pm only, 7 days per week. If a snow event happens in the off hours, snow removal, and salting must be completed by 7:00 am.
 - Department of Public Works – Service required between 7:00 am - 10:00 pm only, 7 days per week. If a snow event happens in the off hours, snow removal, and salting must be completed by 7:00 am.
2. The successful Bidder shall provide snow removal from all sidewalks when snow depth reaches one-half (1/2) inch or greater;
3. During continuous snowfalls, the sidewalks are to be maintained. Contractor is to continue or resume snow removal at any time accumulation on the sidewalk is one-half (1/2) inch.
4. The successful Bidder shall apply salt only when it is effective and salt applications should not be applied in lieu of plowing/shoveling.
5. The successful Bidder shall provide the number of employees necessary to complete the required work in a timely and efficient manner during all snow events.

6. The successful Bidder shall have sufficient and fully operational equipment to ensure that the services required under the contract can be consistently maintained throughout the winter season and shall attach a list thoroughly describing such equipment and the location at which it is stored as part of the bid proposal.
7. The successful Bidder will be solely responsible for all fuel, blades, costs and expenses associated with providing the services and complying with the contract.
8. All equipment must be validly registered and/or licensed by or with the State of Michigan, where required by law, and clearly identified with the company identification markings.
9. The successful Bidder shall not assign the contract or any of its responsibilities under it without the written consent of the City of Novi.

ICE MELTING PRODUCT

Contractor will provide the ice melt product and the cost to be included in the pricing for each location. The product to be used in this contract must be DRAGON MELT (Sodium Chloride, Magnesium Chloride) or equivalent. If proposing an alternate, please submit product information and MSDS Sheet with bid.

RESPONSE TIME

The successful Bidder is required to know when to respond to snow events and determine whether conditions warrant snow removal, shelving, and/or salting services to ensure safe walking conditions at all times.

In the case of major snow accumulation, the successful Bidder will provide on-going services after the storm to make sure that all of the subject sidewalks are cleared of snow.

COMMUNICATION

Contractor must email the Public Works Director, or their designee, upon arrival at each site and upon completion of each push at each site.



**CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A**

1. The Contractor shall maintain at its expense during the term of this Contract, and supply proof, the following insurance:
 - A. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.
 - B. **Motor Vehicle Liability Insurance**, including applicable No-Fault coverage, with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned, all non-owned, and all hired vehicles.
 - C. **Worker's Compensation Insurance**, including Employer's Liability coverage, in accordance with all applicable statutes of the State of Michigan.
2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, contractor may agree to provide notice of such cancellation or reduction.
3. The City of Novi shall be named as Additional Insured. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be PRIMARY COVERAGE rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS

HOLD HARMLESS/INDEMNITY

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
 - A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
 - B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
 - C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

CONTRACT FOR SNOW REMOVAL SERVICES

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and B&B Landscaping Inc., whose address is 5392 Pleasant Hill Drive, Fenton, Michigan 48430, (hereinafter referred to as "Contractor").

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Contractor shall provide the materials and perform the services described on and in Schedule A (the "Work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract shall commence on the date of the last signature and end one year from the date of signature. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount services and materials as specifically set forth in the completed Proposal attached which is part of the attached Schedule A. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. With respect to the annual pre-payment amount, Client will pay Contractor in four (4) equal installments of approximately Fifty-Six Thousand Five Hundred (\$56,500.00) Dollars to be paid on or about November 1, 2020, December 1, 2020, January 1, 2021, and February 1, 2021. Payment is subject to the credit and additional payments schedule set forth in Schedule A. All credits and additional required payments shall be invoiced within 30-days of the last service provided for the season. For services rendered on an hourly basis in accordance with Schedule A, Contractor shall invoice Client on a monthly basis. The Client agrees to pay Contractor amounts due within thirty (30) days of receipt of an itemized billing/invoice from Contractor detailing all materials provided and work performed in connection with the billing and the hours and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A. Contractor will obtain written approval

of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days' notice in writing of such termination.

2. For convenience: The Client may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The Client shall pay all reasonable costs incurred by the Contractor up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.

B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In the event of early termination, payments for services provided shall be on a per push basis. Client shall pay for all pushes completed through the final termination date. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

Article V: Independent Contractor/Vendor Relationship.

A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's

compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor and/or vendor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

- B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

- A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.
- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule B, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule B.

Article VII: Information.

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all

other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

Article VIII: **General Provisions.**

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

- B. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.

- D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

- E. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.

- F. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

 Client: City Manager, Peter E. Auger and City Clerk, Cortney Hanson
 Contractor:

- G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.

- H. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- I. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.
- J. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

IN WITNESS WHEREOF, the Client and the Contractor have executed this Contract in Oakland County, Michigan, as of the date last listed below.

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

WITNESS AND DATES
OF SIGNATURES:

CONTRACTOR

Date: _____

By:
Its:



CITY OF NOVI

SNOW REMOVAL SERVICES –
CITY STREETS & MUNICIPAL SITES

BID FORM

We, the undersigned as bidder, propose to furnish to the City of Novi, according to the specifications, terms, conditions and instructions attached hereto and made a part thereof:

Pricing: The prices quoted for items shall include all related costs such as equipment, labor (including overtime, holiday, etc.), fuel, and insurance.

CITY STREETS

Primary Snow Fighting Equipment

Description	Front Plow Yes/No	Underbody Scraper Yes/No	Number of Units Available	Hourly Rate - Snow Plowing
Dump Truck with plow and operator	YES	1 TRUCK	6	\$ 110
4x4 Pick-up Truck with plow and operator	YES	NO	13	\$ 85

Other Snow Fighting Equipment Available (This list will have no effect on the award of the contract). Attached additional sheet, if necessary.

	Description	Number of Units Available	Hourly Rate - Snow Plowing
1	JOHN DEERE LOADER	1	\$ 160
2	JOHN DEERE TRACTOR / LOADER	3	\$ 160
3	GEHL SKIDSTEER / PUSHER	1	\$ 95
4	ATV / PLOW / SALT SPREADER	2	\$ 50

5	BOBCAT TOOL CAT / SNOW BLOWER / SPREADER 1	\$	95
6		\$	

MUNICIPAL SITES – PARKING LOTS/SIDEWALKS/DRIVE APPROACHES

PRIORITY ONE: Plowing & salting, Continuous Push within one (1) hour of any accumulation less than 1"; icing conditions

Location	Priority Level	Estimated Service Visits	Price Per push (includes salting)
Police Headquarters	One	80 – 100 pushes per season	\$ 700
Police Headquarters - Sidewalks	One	80 – 100 pushes per season	\$ 225
Civic Center	One	80 – 100 pushes per season	\$ 750
Civic Center - Sidewalks	One	80 – 100 pushes per season	\$ 400

PRIORITY TWO: Plowing & salting completed within two (2) hours of snow accumulation equal to or greater than 2"; icing conditions. **All salt is provided by contractor.**

Location	Unit	Snow Clearing & Salting
Fire Station #1	Per Push	\$ 300
Fire Station #2	Per Push	\$ 250
Fire Station #3	Per Push	\$ 300
Fire Station #4	Per Push	\$ 300
Indoor Gun Range	Per Push	\$ 175
Indoor Gun Range - Sidewalks	Per Push	\$ 100

Department of Public Works	Per Push	\$ 200
Department of Public Works - Sidewalks	Per Push	\$ 175

ALTERNATE: PER SEASON (contractor provides all deicing products & salt)

Location	Priority Level	Estimated Pushes	Per Push/Seasonal price (Includes Salt)	Price per push for pushes that exceed the maximum number estimated	Credit (per push) if pushes less than the minimum estimated are required in the season
Police Headquarters	One	80 - 100 pushes per season	\$ 63,000	\$ 700	\$ 700
Police Headquarters - Sidewalks	One	80 - 100 pushes per season	\$ 18,000	\$ 225	\$ 225
Civic Center	One	80 - 100 pushes per season	\$ 56,000	\$ 750	\$ 750
Civic Center - Sidewalks	One	80 - 100 pushes per season	\$ 36,000	\$ 400	\$ 400
Fire Station #1	Two	30 - 48 pushes per season	\$ 9,370	\$ 300	\$ 300
Fire Station #2	Two	30 - 48 pushes per season	\$ 4,970	\$ 250	\$ 250
Fire Station #3	Two	30 - 48 pushes per season	\$ 9,370	\$ 300	\$ 300
Fire Station #4	Two	30 - 48 pushes per season	\$ 9,370	\$ 300	\$ 300
Indoor Gun Range	Two	20 - 40 pushes per season	\$ 5,250	\$ 175	\$ 175
Indoor Gun Range - Sidewalks	Two	20 - 40 pushes per season	\$ 3,000	\$ 100	\$ 100
Department of Public Works	Two	20 - 40 pushes per	\$ 6,000	\$ 200	\$ 200

Company B+B LANDSCAPING

		season			
Department of Public Works - Sidewalks	Two	20 - 40 pushes per season	\$ <u>5200</u>	\$ <u>175</u>	\$ <u>175</u>

Will you monetarily credit the City when the season results in less than the minimum number of estimated pushes? Yes X No _____

Guaranteed Response Time (City Streets)

LESS THAN 1 HOUR

Guaranteed Response Time (Municipal Sites)

LESS THAN 1 HOUR

Exceptions to specifications (all exceptions must be indicated here, or included on attached sheet):

NO EXCEPTIONS

Comments:

WE HAVE RECEIVED ADDENDUM #1
WE WILL UTILIZE THE USE OF 1 OR 2 LOADERS IN THE CIVIC CENTER

NON-IRAN LINKED BUSINESS

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

This bid submitted by:

Company (Legal Registration) B+B LANDSCAPING

Address 5392 PLEASANT HILL DR

Company B+B LANDSCAPING

City FENTON State MD Zip 48430

Telephone 810-343-3884 Fax N/A

Representative's Name (please print) ROBERT ANTON

Representative's Title CEO

Representative's Signature 

E-mail BBLANDSCAPING1@YAHOO.COM

Date 8/31/20



CITY OF NOVI

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

Failure to answer all questions could result in rejection of your proposal.

Name of Firm BTB LANDSCAPING
Address: 5392 PLEASANT HILL DR
City, State Zip FENION MI 48430
Telephone 810-632-6061 Fax N/A
Mobile 810-343-3884
Authorized Representative's Name (please print) ROBERT ANTON
Authorized Representative's Title: CEO
Email Address: BBLANDSCAPING1@YAHOO.COM
Website N/A

1. Organizational structure: Corporation, Partnership, etc. CORPORATION
Name of Owner, President, CEO ROBERT ANTON CEO

2. Firm established: 1979 Years in business: 40

3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?
No X Yes _____ Reason: _____

4. Under what other or former names has your organization operated?
NONE

5. How many full time employees? 18 Part time? 15

6. Are you able to provide insurance coverage as required by this bid? YES

7. 24/7 Emergency Telephone Number 810-343-3884 / 810-343-3170

8. Do you have a Day and a Night shift? Yes _____ No X

9. Provide your procedure for handling night & weekend calls
THE ABOVE TELEPHONE NUMBERS ARE ON 24/7.
WE WILL ANSWER ALL CALLS AND ADDRESS ANY ISSUE
THAT MIGHT ARISE. WE CAN DISPATCH CREWS IF NEEDED.

10. Are you willing and able to make the City of Novi your sole commitment for the duration of the contract? Yes X No _____

If no, please explain. _____

11. Are you willing to use Novi AVL tracking units on your vehicles?

Yes X No _____

12. Provide the name and work experience of the field supervisor you are assigning to this contract. This supervisor will be the main contact for the City and will be supervising contract compliance, timeliness, and quality of work in the field.

SEE ATTACHE COMPANY INFORMATION

ROBERT ANTON CEO

ADAM ANTON V.P

13. How many years' of experience does your firm have in providing snow removal services to municipalities? 33 YEARS (please list the municipalities & years of service at each).

CITY OF NOVI 4 YEARS

CITY OF WAYNE 12 YEARS

STATE OF MICHIGAN 17 YEARS

14. How many clients does your company currently serve with the type of work

described? NONE WE WERE TOTALLY COMMITMENT TO THE CITY OF NOVI..

15. Has your company had a similar contract for snow removal services terminated for cause within the last three years? If yes, please explain.

No

-
-
-
16. Please provide information on your hiring practices, employee training, and employee safety programs. Attach an additional sheet, if necessary.

ALL NEW EMPLOYEES ARE SCREENED BEFORE THEY ARE HIRED. ONCE HIRED THEY ARE ASSIGNED TO A CREW LEADER FOR TRAINING AND SAFETY PROCEDURES. THEY MUST PASS A TEST FOR EQUIPMENT AND SAFETY PROCEDURES BEFORE THEY ARE ALLOWED TO WORK ON THEIR OWN. THEY WILL THEN WORK UNDER THE CREW LEADER UNTILL THEY ARE EXPERIENCED AT THEIR JOB.

17. Please describe your procedures for handling complaints from residents.

ONCE A COMPLAINT IS RECEIVED IT WILL BE ADDRESSED IMMEDIATELY WITH A PHONE CALL OR A ON SITE VISIT. WE WILL NOTIFY THE CITY OF NOVI TO DETERMINE THE COURSE OF ACTION. WE WILL THEN CORRECT THE COMPLAINT TO THE RESIDENT'S SATISFACTION.

18. Please provide information relative to the experience and financial capability of your company to carry out the terms of this contract.

BTB HAS THE EXPERIENCE AND FINANCIAL RESOURCES TO COMPLETE THIS CONTRACT. PLEASE SEE ATTACHED SHEETS.

19. **References:** Provide at least three (3) references for projects that are comparable in scope to this bid. Several references from municipalities would be desirable.

Company SEE ATTACHED REFERENCES.

Address _____

Phone _____ Contact name _____

Company _____

Address _____

Phone _____ Contact name _____

Company _____

Address _____

Phone _____ Contact name _____

20. Claims & Suits: Does your firm have any litigation pending or outstanding against your organization or its officers? If yes, please provide details.

No Yes _____

21. Provide any additional information you would like to include which may not be included within this Questionnaire. You may attach additional sheets.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS

Signature of Authorized Company Representative:  CEO _____

Representative's Name (please print) ROBERT ANTON _____

Date 8/31/20 _____



CITY OF NOVI
SNOW REMOVAL-CITY STREETS & MUNICIPAL SITES
ADDENDUM #1

INTENT: This addendum has been issued to modify and/or interpret the original specifications for the bid/RFP named above. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

RESPONSE: The Contractor shall verify receipt of this Addendum on the Bid/Fee Proposal Form.

CONTENTS: Included in this Addendum are one (1) page of written addenda description and six (6) pages of snow removal maps showing areas to be cleared. Maps are not available for the DPW or Gun Range. Please contact Matt Wiktorowski for a site visit of these locations at 248 735-5634 or mwiktoroski@cityofnovi.org.

CLARIFICATIONS:

Pg. 16 of 37: Specify hours of operation for the Civic Center
Civic Center: 7:00 am – 10:00 pm

QUESTIONS:

1. How often will contractor be called to do city streets?
 - A. Snow removal services for City Streets will be requested on an as-needed basis. The use of a supplemental snow removal contractor may be required in the event of long duration/repeated snowfalls of unforeseen equipment and/or labor shortages.
2. Will contractor get paid to return to lots to plow after all cars are cleared from lots?
 - A. The awarded contractor(s) is required to return to plow areas not able to plow because of parked cars after those facilities are closed. This is not counted as a push.
3. Can sidewalks be pre-salted for a snow/ice event?
 - A. Yes, only with approval from the Director of Public Works or their designee. Contractors should not assume that liquids will completely replace the specified de-icer.

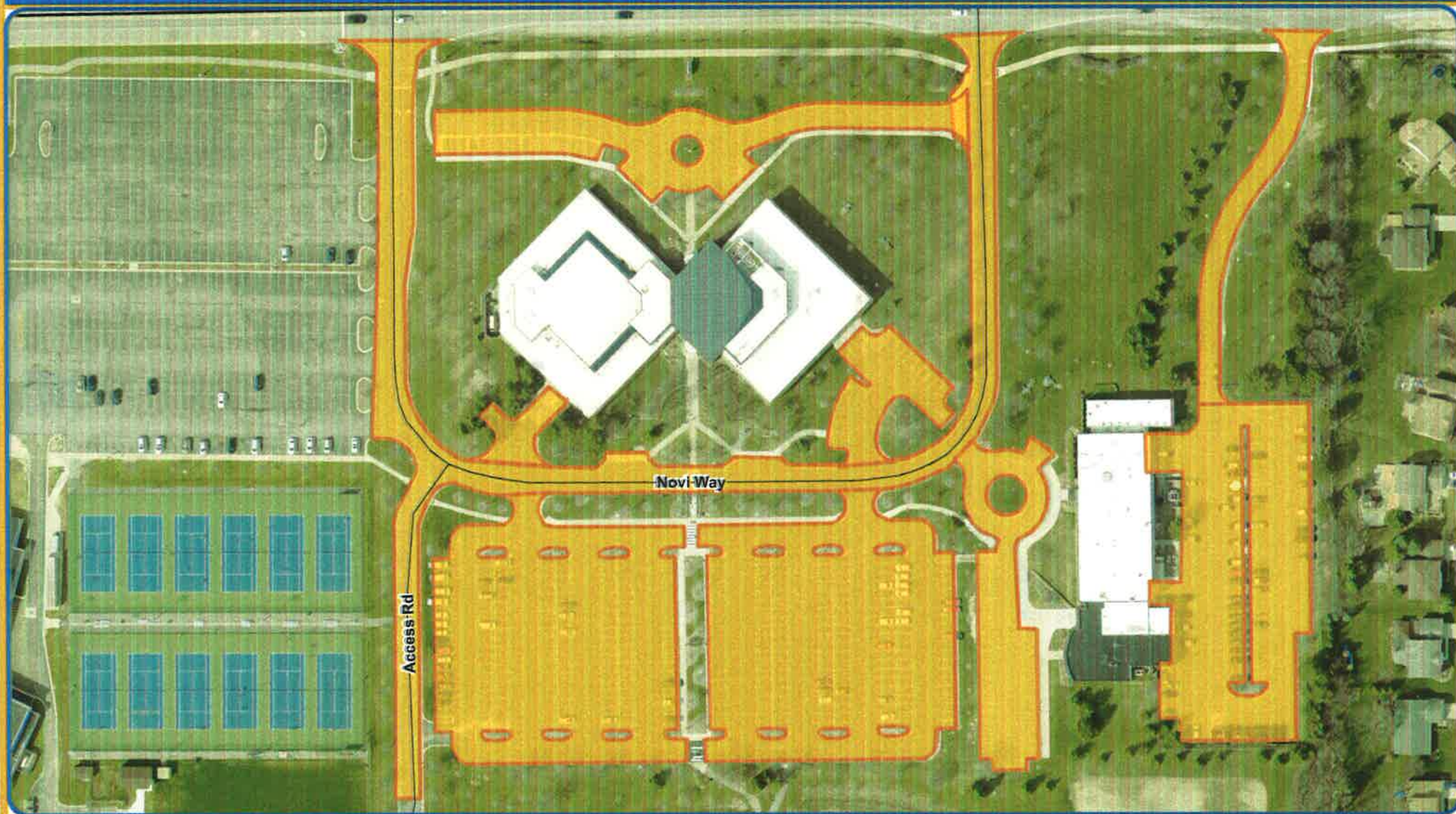
4. Can parking lots be pre-treated before a snow event?
 - A. Yes, only with approval from the Director of Public Works or their designee.
5. Do emails need to be sent at the start and end of every push location?
 - A. Yes. A basic email that will serve as a time stamp for the start and completion of each location needs to be sent.

Tracey Marzonie
Purchasing Department

Notice dated: August 25, 2020

Civic Center & Police Station Parking Lot Snow Clearing

City of Novi




Map Author: Jon Gartha
Date: August 24, 2020
Project: City Hall & Police Parking Lot Snow Clearing
Version #: 1.0

MAP INTERPRETATION NOTICE

Map information is provided for informational purposes only. It is not intended to be used as a legal document. The City of Novi is not responsible for any errors or omissions. The City of Novi is not responsible for any damages or losses resulting from the use of this map. The City of Novi is not responsible for any damages or losses resulting from the use of this map.

Map Legend

 Snow Clearing



City of Novi
Integrated Solutions Team
Geospatial Resources Division
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org



1 inch = 143 feet

Civic Center Sidewalk Clearing Areas

City of Novi



Map Author: Jim Gartha
Date: August 25, 2020
Project: Police Sidewalk Clearing Areas
Version #: 1.0

MAP INTERPRETATION NOTICE

Map information displayed is not intended to constitute an endorsement, but may reflect a preliminary source. This map was created in part by National Map Accuracy Standards and for the most accurate information, please contact the City of Novi. The City of Novi is not responsible for any errors or omissions in this map. The City of Novi is not responsible for any errors or omissions in this map. The City of Novi is not responsible for any errors or omissions in this map.

Map Legend

 Walk Clearing Areas



City of Novi
Integrated Solutions Team
Geospatial Resources Division
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org

0 35 70 140 210 Feet

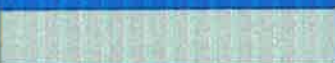
1 inch = 69 feet

Fire Station 1 Parking Lot Snow Clearing

City of Novi



Map Author: Jon Garha
Date: August 24, 2020
Project: Fire 1 Parking Lot Snow Clearing
Version #: 1.0



MAP INTERPRETATION NOTICE

Map information presented is not intended to be used for navigation or any other safety-critical application. This map was created to meet National Map Accuracy Standards and use the most accurate available information for the project. The City of Novi is not responsible for any errors or omissions in this map. The City of Novi is not responsible for any errors or omissions in this map. The City of Novi is not responsible for any errors or omissions in this map.

Map Legend

 Snow Clearing



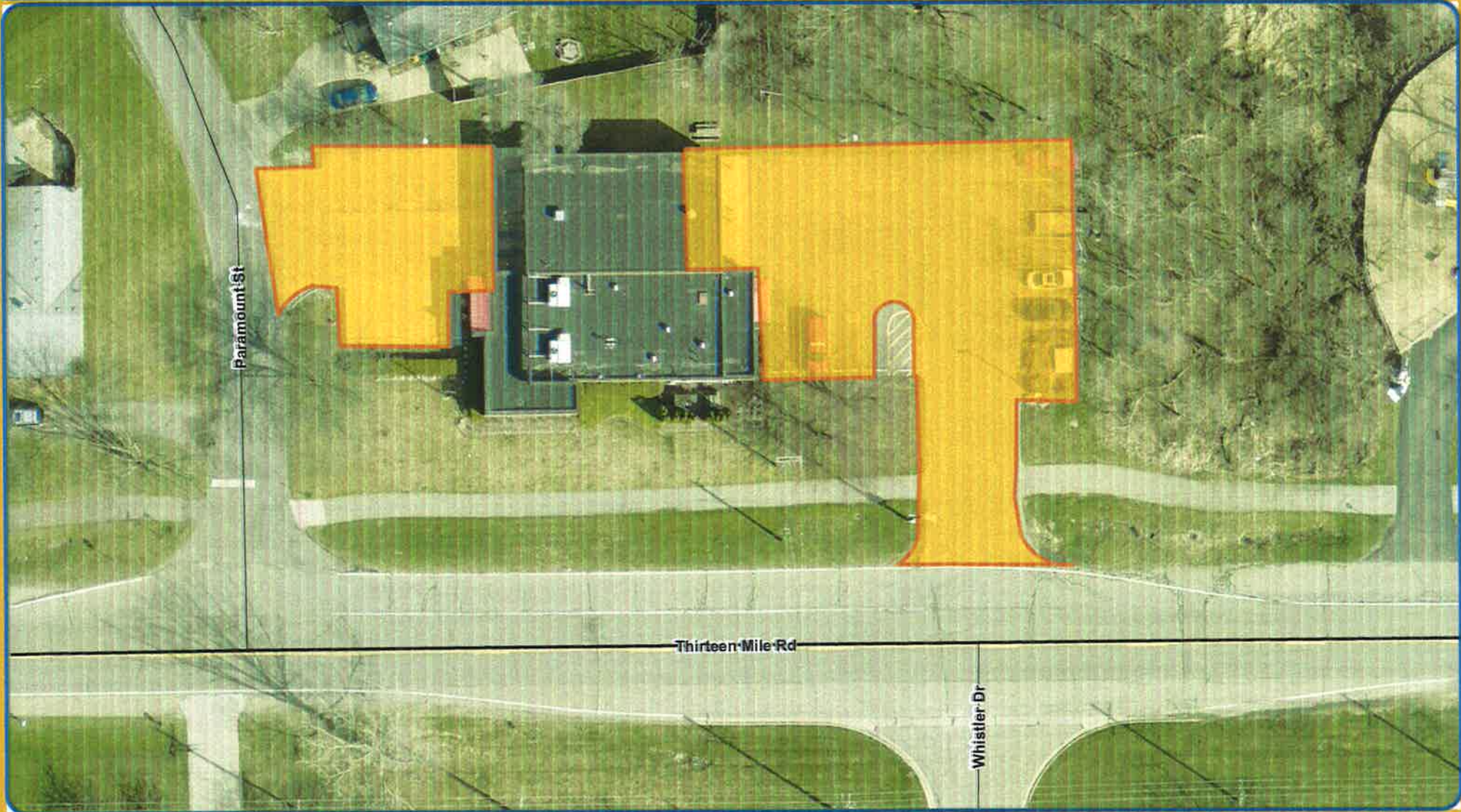
City of Novi
Integrated Solutions Team
Geospatial Resources Division
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org



1 inch = 74 feet

Fire Station 2 Parking Lot Snow Clearing

City of Novi



Map Author: Jim Gunder
Date: August 24, 2020
Project: Fire 2 Parking Lot Snow Clearing
Version #: 1.0

MAP INTERPRETATION NOTICE

This information is provided as a service to the public. It is not intended to constitute a warranty of any kind, either expressed or implied. The user assumes all responsibility for any use of this information. The City of Novi is not responsible for any errors or omissions in this information. The City of Novi is not responsible for any damage or loss resulting from the use of this information. The City of Novi is not responsible for any damage or loss resulting from the use of this information. The City of Novi is not responsible for any damage or loss resulting from the use of this information.

Map Legend

 Snow Clearing



City of Novi
Integrated Solutions Team
Geospatial Resources Division
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org



1 inch = 43 feet

Fire Station 3 Parking Lot Snow Clearing

City of Novi



Map Author: Jan Garthia
Date: August 24, 2020
Project: Fire 3 Parking Lot Snow Clearing
Version #: 1.0

MAE INTERPRETATION NOTICE

Map information is derived from data provided by various sources. The Map was prepared in accordance with the Michigan State Plane Coordinate System, and the State Plane North American Datum of 1983. The City of Novi, Michigan, is not responsible for any errors or omissions, and does not warrant the accuracy or completeness of the information. The City of Novi is not responsible for any damage or liability resulting from the use of this map.

Map Legend

 Snow Clearing



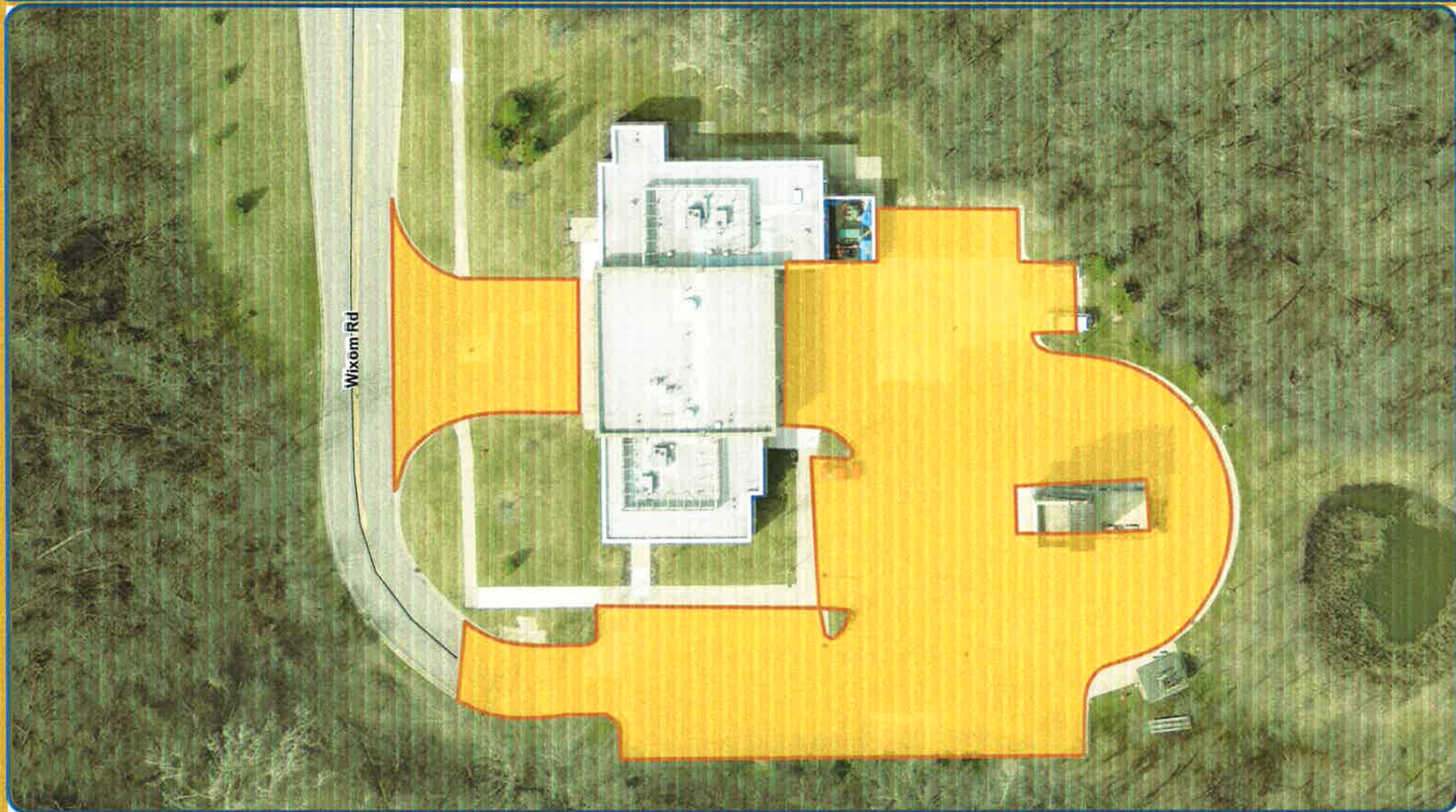
City of Novi
Integrated Solutions Team
Geospatial Resources Division
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org



1 inch = 57 feet

Fire Station 4 Parking Lot Snow Clearing

City of Novi



Map Author: Jon Givtha
Date: August 24, 2020
Project: Fire & Parking Lot Snow Clearing
Version #: 1.0

MAP INTERPRETATION NOTICE

Map information compiled by the author is neither a warranty nor liability for any portion of product shown. This map is provided as a general informational guide only and should not be used for any other purpose. The City of Novi, Michigan, and its employees, agents, and representatives are not responsible for any errors or omissions in this map. The City of Novi, Michigan, and its employees, agents, and representatives are not responsible for any errors or omissions in this map. All other information is the property of the City of Novi, Michigan.

Map Legend

 Snow Clearing



City of Novi
Integrated Solutions Team
Geospatial Resources Division
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org



1 inch = 54 feet

B&B Landscaping

FOR ALL YOUR OUTDOOR NEEDS

Email: bblandscaping1@yahoo.com

26855 Taft Rd
Novi, MI 48376
Phone 810-632-6061

5392 Pleasant Hill Dr
Fenton, MI 48430
Phone 810-343-3884

Company Information

We have been in business for over 35 years and are fully licensed and insured.
B&B landscaping has two offices

5392 Pleasant hill drive Fenton MI 48430

26855 Taft Road Novi MI 48376

Our contact information is

Office 810-632-6061

Office 810-343-3884

Email bblandsacping1@yahoo.com

Robert Anton CEO 810-343-3884

Adam Anton VP 810-343-3170

We currently provide services for the State Of Michigan, Local Government and local business. Here is a list of some of our past and present customers

State Of Michigan

City Of Novi

City Of Wayne

City Of Troy

City Of Dearborn

Family Dollar

Chase Banks

Levy Properties

Oakland County

Ingham County

Detroit Schools

CVS Pharmacy

Livingston County

Wayne County

Our business services include but not limited to:

- Lawn mowing
- Landscaping
- Sod/Seed
- Irrigation (all phases)
- Snowplowing
- Salting
- Snow removal
- Ponds
- Fertilization
- Brick Pavers
- Mulch
- Tree and Flower planting

We are family owned company that has been landscaping for over 35 years.

The owners are involved in everyday activities.

We have been in business for over 35 years and never had a labor issue

We have never filed chapter 11 or 13 bankruptcy or had any outstanding judgments in over 35 years.

We have not had any significant financial changers in our company in the last two years.

This is a high profile contract. The two main contract supervisors will be

Robert Anton(810-343-3884) 35 years landscaping experience in mowing, lawn care, landscaping, snow plowing, salting, irrigation, paver bricks, sod, seed, fertilization. He is also a licensed applicator with the state of Michigan. He is a hands on owner.

Adam Anton (810-343-3170) 14 years of landscaping experience in mowing, lawn care, landscaping, snow plowing, salting, irrigation, paver bricks, sod, seed, ponds, tree and shrub planting. He is a hands on owner.

If awarded the contract all key personal assigned will have a minimum of 5 years in the landscape-snow business.

Our company has a check system to insure the quality of work being performed. The owners are involved in everyday practices. Our supervisors (lawn and snow) report to the owners with weekly meetings. Our supervisors have crews that they

are in charge of and the responsibility to see the work gets down on time and correctly. We have lawn and snow bosses that go around and check the completed work, they can also assist crews if they are behind or have a problem and report to the owners, supervisors and crew leaders to advise of any problems and make corrections to customers satisfaction. If an issue comes up we want to correct it before it becomes an issue. With this check system in place and different personal checking on the job gives us difference view points on the job

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EQUIPMENT LIST

YEAR	MAKE	MODEL	TYPE	QUANTITY
2017	FORD	F350	PU/PLOW	1
2016	FORD	F350	PU/PLOW	2
2011	FORD	F350	PU/PLOW	1
2007	FORD	F350	PU/PLOW	1
2006	FORD	F350	PU/PLOW	2
2004	FORD	F350	PU/PLOW	3
2002	FORD	F350	PU/PLOW	3
2004	GMC	DUMP	3-5 YD/PLOW/SALTER	1
2006	FORD	DUMP	3-5 YD/PLOW/SALTER	1
2002	FORD	DUMP	3-5 YD/PLOW/SALTER	1
1999	FORD	DUMP	5-8 YD/PLOW/SALTER	1
2000	GMC	DUMP	5-8 YD/PLOW/SALTER	1
2000	FORD	DUMP	5-8 YD/PLOW/SALTER	1
2006	POLARIS	ATV	PLOW/PLOW/SALTER	1
2003	YAMAHA	ATV	PLOW/PLOW/SALTER	1
2007	GEHL	SKIDSTEER	W/PUSHER	1
2002	JOHN DEERE	LOADER	W/PUSHER	1
2019	JOHN DEERE	TRACTOR	W/PUSHER	3
2015	BOBCAT	TOOL CAT	SNOWBLOWER/SALTER	1
	SNOWBLOWERS			8

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References

City Of Novi DPS

Jerry Tremblay 248-379-2292

2015-Present

Snowplowing and salting city municipal lots. Snowplowing Novi subdivisions.
City sidewalk plowing and salting.

City of Novi DPS (open 24/7)

Jeff Van Curler 248- 343-8776 Contract Coordinator

2011- Present

Mowing City Property's, Sod Repair, Irrigation Repair, Shut Down, Start Up
Mulch, Flower Planting, Brick Pavers, Seed, Excavation, Design, Spraying Weeds,
Fertilization, Clean out retention ponds of debris, Snow plowing and salting of city
lots, Sidewalk snow clearing and salting.

US Foods (open 24/7)

James Terry 248-735-1285 Facilities Grounds Maintenance

2010- 2016

Mowing, Planting, Sod, Seed, Irrigation Repair, Shut Down, Start Up
Snow Plowing, Snow Removal, Salting, Spraying Weeds, Fertilization,
Maintenance of retention ponds.

DeMaria

Nate DeMaria 248-982-2272 grounds maintenance

2012- present

Mowing, Trimming, Landscaping, Snowplowing, Salting, Spraying Weeds,
Fertilization

Milford Sand and Gravel

Diana Beck 313-429-2729 Grounds Director

2012 – 2017

Mowing, Trimming, Landscaping, Snowplowing, Salting, Spraying Weeds,
Fertilization

MDOT State of Michigan

Don Hicks 517-749-6008

2016 - Present

Highway Mowing ,Trimming

MDOT State of Michigan

Ahmad Azmoudeh 248-431-4749

2010-2016

Highway / Boulevard Mowing, Spraying Weeds, Trimming, Snowplowing, Salting,

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Work Plan

It is the responsibility of B&B to provide snow and ice control operations for the City of Novi

Snow and ice control of all parking lots and sidewalks will be cleared at any time, day or night 24/7 including holidays. Because of the potential hazard to employees, visitors and others arriving on site, careful planning and preparation must be done for the snow and ice season. The planning process is made considerably more difficult due to the variable conditions encountered during each storm. Such things as the rate and accumulation of snowfall, moisture content, temperature, time of day or night, wind direction and velocity as well as duration of the event are all factors that interact to create a unique aspect for each storm with the result that no two storms are ever identical. The goal of B&B is to provide a safe surface, free of excess snow and ice on roadways, sidewalks, and parking lots. B&B shall provide all snow removal employees color-coded maps showing areas to be cleared and their priorities.

In the event of upcoming inclement weather. B&B will monitor several meteorologist weather apps along with local radio and tv reports.

On the eve of a snow or ice event we have a team member monitoring the weather conditions at our office in Novi. We will call in our personal before the snow starts.

All team members, snowplow drivers, loader drivers and sidewalk crews will be at our shop in Novi and ready for each event before the arrival of the snow. This step allows us to be on site in less than one hour for priority one and priority two locations.

As the storm begins crews are dispatched to the priority one locations. The equipment that will be used for plowing and salting of parking lots will be pickup trucks, loaders and dump trucks. The equipment that will be used for the sidewalks will be skid steer, atvs, snowblowers and Bobcat tool cat. Parking lots

and sidewalks will be done simultaneously. The type of service and treatment of the parking lots and sidewalks will depend on the weather. As the storm continues, we will dispatch more crews to the priority 2 locations. All crews will remain on site until the event is over. B&B has enough equipment to cover all locations without pulling equipment from one location to another. This will allow us to supply continuous service to all locations throughout the storm. When the City of Novi calls for the subdivisions to be plowed, we will send out additional crews to start plowing.

B&B understands that the priority 1 is to be serviced to a zero tolerance for any snow or ice accumulation. This service will be rendered 24/7 including holidays. Priority 2 locations will have a zero tolerance for snow accumulation greater than 2 inches or ice.