



**CITY of NOVI CITY COUNCIL**

**Agenda Item D  
November 25, 2013**

**SUBJECT:** Approval to award a unit price contract for backup snow removal support services on an as-needed basis to Rotondo Construction Corporation, the low bidder, for a one-year term with three one-year extensions.

**SUBMITTING DEPARTMENT:** Department of Public Services – Field Operations Division

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>Estimated \$40,000</b>
<b>AMOUNT BUDGETED</b>	<b>Approximately \$50,000 (Various Line Items)</b>
<b>APPROPRIATION REQUIRED</b>	<b>\$0</b>
<b>LINE ITEM NUMBER</b>	<b>202-202.00-868 (Major Street Fund – Winter Maintenance), 203-203.00-868 (Local Street Fund – Winter Maintenance) 204-204.00-866 (Municipal Street Fund – Routine Maintenance)</b>

**BACKGROUND INFORMATION:**

The City of Novi's Department of Public Services recently solicited unit price bids for snow removal support services on an as-needed basis for the upcoming winter. These services would be used if there are long duration/repeated snowfalls or unforeseen equipment or labor shortages that require the use of a supplemental snow removal contractor. The City has used this service enhancement since 2010 to supplement labor and equipment resource requirements, and it will be the City's discretion when and where to use such services. The contract has worked well by being a significant means of helping DPS achieve levels of service during major winter storm events.

The scope of this service consists of as-needed street and parking lot plowing only; because all de-icing and anti-icing work with rock salt and brine will continue to be performed exclusively by DPS staff (very few private contractors have the equipment on large trucks necessary to dispense salt and liquids). The Invitation to Bid (attached) stipulates that unit prices (hourly rates) will be paid for as-needed support services rendered between November 1 and April 30, and that the contract period will be for one year. Upon mutual consent of the City of Novi and the successful contractor, the contract may be renewed three times in one-year increments at the same terms and conditions of the original contract. The contractor is required to respond with services within two hours of the request, per the attached specifications.

One bid was received on November 12, 2013, following a public bid solicitation period. The lowest bidder is Rotondo Construction Corporation of Farmington Hills. Rotondo provided bid prices on items 1-5 (Three cubic yard Dump Truck with Plow and Operator, Five cubic yard Dump Truck with Plow and Operator, Ten cubic yard Dump Truck with Plow and Operator, Pickup Truck with Plow, and other snow fighting equipment). Based

on unit pricing, Rotondo is recommended as being in the best interest of the City for being responsive (i.e., Rotondo has complied with all requirements of the bidding instructions), and Rotondo provided reasonable bid prices.

Rotondo has satisfactorily completed these services for the City of Novi since 2010, and was deployed a total of 14 times during the past three winters.

**RECOMMENDED ACTION:** Approval to award a unit price contract for backup snow removal support services on an as-needed basis to Rotondo Construction Corporation, the low bidder, for a one-year term with three one-year extensions.

	1	2	Y	N
<b>Mayor Gatt</b>				
<b>Mayor Pro Tem Staudt</b>				
<b>Council Member Casey</b>				
<b>Council Member Fischer</b>				

	1	2	Y	N
<b>Council Member Markham</b>				
<b>Council Member Mutch</b>				
<b>Council Member Wrobel</b>				

**CITY OF NOVI**  
**AS NEEDED SNOW REMOVAL SUPPORT SERVICES**  
**Tuesday, November 12, 2010 11:00 a.m.**

Company	3 cu yd dump truck w/plow & operator		5 cu yd dump truck w/plow & operator		10 cu yd dump truck w/plow & operator		Pickup Truck with front plow		Other snow fighting equipment
	# of units	Hourly rate	# of units	Hourly rate	# of units	Hourly rate	# of units	Hourly rate	
Rotondo Construction Corp.	2	\$99	2	\$ 121.00	2	\$ 130.00	10	\$ 95.00	Four 1-yard bucket loader backhoe, \$150/hour each; Three skid steer, \$110/hour each; one 950 Cat with 4 yard bucket, \$195/hour each.

## **CONTRACT FOR AS NEEDED SNOW REMOVAL SERVICES**

**THIS CONTRACT FOR SERVICES** ("Contract"), 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 Rotondo Construction Corp., whose address is 20771 Randall St., Farmington Hills, MI 48336, (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 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 November 26, 2013 and end on April 30, 2014. Upon mutual consent of the Client and the Contractor, the contract may be renewed three (3) additional years in one (1) year increments at the same prices, terms, and conditions of the original contract.

#### **Article III. Contract Price and Payment.**

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount for services as specifically set forth in the completed Proposal attached which are 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. The Client agrees to pay Contractor amounts due within thirty (30) days of receipt of an itemized billing/invoice from Contractor detailing all 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, unless specifically identified in Schedule A as reimbursable expenses and such expenses have been approved by the Client or its designee. 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.

**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 Client 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 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 A, 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 A.

**Article VII:        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. Dispute Resolution/Arbitration. The parties agree that any disputes regarding a claimed violation of this agreement shall first be submitted in writing to the other party in an attempt to settle the matter before pursuing other legal actions or notices provided for in this agreement. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response from the other party, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary. The aforementioned initial written communications between the parties also shall indicate whether the party is willing to submit the dispute to binding arbitration, non-binding mediation or other form of alternate dispute resolution, and share equally the costs for same. Upon the parties agreeing to any such method of dispute resolution and a timetable for doing so, pursuit of other legal actions shall be deferred until the process has been completed. In any binding arbitration, the arbitrator shall provide a written statement of the reasons and basis for an award or decision, a judgment of the Oakland County Circuit Court may be entered based on the arbitration award or decision, and each party shall be responsible for their own costs and attorney fees.
- F. 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 by extension for the Township should the work be accepted and implemented by the Township) 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.
- G. 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 Clay J. Pearson and City Clerk Maryanne Cornelius  
Contractor: Joe Rotondo, Owner
- H. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.
- I. 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.
- J. 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.
- K. 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 first listed above.

WITNESS AND DATES  
OF SIGNATURES:

CITY OF NOVI

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

\_\_\_\_\_  
By: Robert J. Gatt  
Its: Mayor

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

\_\_\_\_\_  
By: Maryanne Cornelius  
Its: Clerk

WITNESS AND DATES  
OF SIGNATURES:

CONTRACTOR  
Rotondo Construction Corp.

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

\_\_\_\_\_  
By: Joe Rotondo  
Its: Owner





**CITY OF NOVI**  
**AS NEEDED SNOW REMOVAL SUPPORT SERVICES**  
**SPECIFICATIONS**

**1. SCOPE**

The City of Novi's Department of Public Services requests unit price bids for snow removal support services on an as-needed basis for the upcoming winter, in the event of long duration/repeated snowfalls or unforeseen equipment or labor shortages that require the use of a supplemental snow removal contractor. The scope of this contract will consist of plowing/clearing City maintained streets and parking areas. All de-icing and anti-icing operations will be performed by DPS staff.

**2. TYPE OF CONTRACT**

If a contract is executed as a result of this Invitation to Bid, it will stipulate that unit prices (hourly rates) will be paid for as needed support services rendered between November 1 and April 30 and the original contract period will be for one year. Upon mutual consent of the City of Novi and the successful contractor, the contract may be renewed three times in one-year increments at the same terms and conditions of the original contract.

**3. EQUIPMENT**

Unit prices for the following equipment shall be inclusive of all costs, including operator wages, equipment and fuel. It shall be the contractor's responsibility to maintain and repair its own equipment. All equipment must be validly licensed by the State of Michigan and clearly identified with company identification markings.

- Pick-up trucks with front plow.
- Dump Trucks with ten-foot wide snowplow:
  - 3 cubic yard dump trucks, or approved equivalent.
  - 5 cubic yard dump trucks, or approved equivalent.
  - 10 cubic yard dump trucks, or approved equivalent.
- Other snow fighting equipment that may be used for snow removal on City streets.

**4. PERSONNEL**

All personnel must be validly licensed by the State of Michigan.

**5. MINIMUM TIME PAID PER EVENT**

For each time the contractor is called-in to provide services, a minimum of eight hours of work will be paid at the respective contract unit prices.

**6. 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 contract period.

**7. RESPONSIBILITY FOR DAMAGE**

The contractor shall assume responsibility for all property damage caused by its operators and machinery. The City of Novi reserves that right to place portable Automatic Vehicle Location (AVL) devices in contractual vehicles during hours of service

**8. PRICING**

The hourly rates bid for items shall include all related costs such as equipment, labor, fuel, and insurance. The City will remunerate the contractor at the hourly rates indicated in the bid, and any premium for overtime shall be the responsibility of the contractor

**9. RESPONSE TIME**

The contractor shall respond with equipment to initiate snow clearing to the City of Novi, Field Services Complex (26300 Lee BeGole Dr., Novi MI 48375), within two hours of being contacted by DPS administrative staff. Within 4 hours of completion of assigned scope of work, the contractor shall notify the City of Novi Roadway Asset Manager or his designee.

**10. COMPENSATION**

Contractor shall be compensated for actual services based on the rates set forth in the bid. The Contractor will not be entitled to payment of compensation for any services not performed, or for correcting defective work as requested by the City, to include, but not limited to: sod, irrigation and mailbox damage, excessive snow buildup at resident drive entrances, snow removal not less more than 12 inches from the back of curb or roadway edge etc.

Original



CITY OF NOVI  
BID FORM

AS NEEDED SNOW REMOVAL SUPPORT SERVICES

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:

**A. PRICING**

The hourly rates bid for items shall include all related costs such as equipment, labor, fuel, and insurance. The City will remunerate the contractor at the hourly rates indicated in the bid, and any premium for overtime shall be the responsibility of the contractor.

ITEM NO.	ITEM	NO. OF UNITS AVAILABLE	HOURLY RATE
1.	Three cubic yard Dump Truck with Plow and Operator	2	99.00
2.	Five cubic yard Dump Truck with Plow and Operator	2	121.00
3.	Ten cubic yard Dump Truck with Plow and Operator	2	130.00
4.	Pick-up Truck with front plow	10	95.00
5.	Other snow fighting equipment - (attach list and prices)	see attached list	

Guaranteed Response Time 2 hours

We acknowledge receipt of the following Addenda: None  
(please indicate numbers)

Exceptions to specifications (all exceptions must be indicated here):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***ROTONDO CONSTRUCTION CORP.***

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November 12, 2013

To: City of Novi  
Novi, MI

Re: Other Snow Fighting Equipment

A. Pricing, Item No. 5.

(4) 1 yard Bucket Loader Backhoe	\$ 150.00 per hour, each
(3) Skid Steers	\$ 110.00 per hour, each
(1) 950 Cat with 4 yard bucket	\$ 195.00 per hour, each

**REFERENCES: Please provide at least three (3) client references for which your company has provided similar services:**

Company City of Novi  
Address 45175 Ten Mile Rd., Novi, MI 48375  
Phone 248-735-5634 Contact name Matt Wiktorowski

Company Arbor Development  
Address 16523 Horseshoe Dr. Northville, MI 48168  
Phone 313-300-3888 Contact name Gil Pietrandrea

Company Hartland Estates  
Address 2291 Arciero Ct, Howell, MI 48855  
Phone 810-220-1199 Contact name Joe Petrucci

**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) Rotondo Construction Corp.

Address 20771 Randall St.

City Farmington Hills State MI zip 48336

Telephone 248-474-0707 Fax 248-474-9305

Representative's Name (please print) Joe Rotondo

Representative's Title Owner / President

Representative's Signature 

E-mail rotondocompanies@aol.com

Date 11-12-2013