



CITY of NOVI CITY COUNCIL

**Agenda Item 6
October 9, 2017**

SUBJECT: Approval to award a unit price contract to B&B Landscaping Inc., the lowest qualified bidder, for FY17/18 Snow Removal Services – City Streets & Municipal Sites, at an estimated amount of \$256,980. The contract term is one year with two one-year extensions.

SUBMITTING DEPARTMENT: Department of Public Services- Field Operations Division

CITY MANAGER APPROVAL: *PK*

EXPENDITURE REQUIRED	\$256,980 (Estimated)
AMOUNT BUDGETED	\$131,980 (Municipal Parking Lots) \$125,000 (Neighborhood Roadways)
APPROPRIATION REQUIRED	\$0
LINE ITEM NUMBER	\$37,000 (101-442.20-868.265 Winter Maintenance – Civic Center) \$61,900 (101-442.20-868.301 Winter Maintenance – Police) \$33,080 (101-442.20-868.337 Winter Maintenance – Fire) \$125,000 (203-203.07-868.100 Winter Maintenance – Contractual Snow Removal)

BACKGROUND INFORMATION:

The City of Novi's Department of Public Services recently solicited unit price bids, based on service needs for snow removal support services during the 2017-2018 winter season. The scope of the contract requires snow and ice removal at all Public Safety facilities and City Hall within 1 hour of inclement weather. In addition, roadway support service pricing was solicited to assist in-house operators with clearing neighborhood streets during large events; enhancing service to our residents.

Because municipal lot plowing and salting applications are easily estimated, bid pricing is 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 \$178,000. If the City commits to B&B Landscaping, at a "seasonal" rate, the estimated expenditure totals approximately \$132,000, a savings of \$46,000 or a 26%, cheaper than the per-push rate.

The seasonal rate of approximately \$32,995 would be paid four times throughout the winter (November 1, 2017, December 1, 2017, January 1, 2018, and February 1, 2018) prior to services being rendered.

Five bids were received and opened on August 24, 2017 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 the community deserves). 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 adjusted the contract to ensure the City is compensated appropriately if the contractor defaults (see attached letter from Elizabeth Saarela, dated October 4, 2017).

RECOMMENDED ACTION: Approval to award a unit price contract to B&B Landscaping Inc., the lowest qualified bidder, for FY17/18 Snow Removal Services – City Streets & Municipal Sites, at an estimated amount of \$256,980. The contract term is one year with two one-year extensions.

CITY OF NOVI
SNOW REMOVAL SERVICES - CITY STREETS & MUNICIPAL SITES BID TAB
August 24, 2017 2:00 P.M.

Company		B & B Landscaping	United Resource	Rotondo Construction	Brien's Services
CITY STREETS					
Dump Truck w/plow & operator	Per Hr	85 (small dump); 125 (large dump)	115	140	no bid
Equipment		5 dump trucks w/plows & 1 dump truck without plow	1 dump truck w/ plow	2 dump trucks w/plows	
4x4 Pickup w/plow & operator	Per Hr	85	115	110	no bid
Equipment		11 pickups with plows	6 pickups with plows	10 pickups with plows	
MUNICIPAL SITES-SEASONAL PRICING					
	Est. Pushes per season				
Police HQ	60-80	58,000	30,240	59,600	26,250
PD (additional pushes)		700	864	745	375
PD (credit for less than min)		700	432	745	
Civic Center	30-48	37,000	36,231	68,880	28,510
Civic Ctr (additional pushes)		1,000	1,765	295	687
Civic Ctr (credit for less than min)		1,000	929	295	
FS #1	30-48	9,370	6,396	14,160	12,710
FS #1 (additional pushes)		300	311	295	310
FS #1 (credit for less than min)		300	164	295	
FS #2	30-48	4,970	2,847	14,160	6,630
FS #2 (additional pushes)		250	139	295	170
FS #2 (credit for less than min)		250	73	295	
FS #3	30-48	9,370	3,393	14,160	6,630
FS #3 (additional pushes)		300	165	295	170
FS #3 (credit for less than min)		300	87	295	
FS #4	30-48	9,370	8,346	20,880	11,400
FS #4 (additional pushes)		300	407	435	285
FS #4 (credit for less than min)		300	214	435	
Gun Range	20-40	3,900	2,040	10,000	3,900
Gun Range (additional pushes)		175	136	250	130
Gun Range (credit for less than min pushes)		175	68	250	
Will you credit the City when season results in less than the minimum pushes?		Yes	Yes	Yes	Yes
How will you issue credit?		Money refunded	Form of a credit	Credit per Push	Not specified
Guar response time (City Streets)		1 hour	within 1 hour	2 hours	N/A
Guar response time (Municipal sites)		1 hour	within 1 hour	1 hour	1 hour
Addenda acknowledged (4)		1 - 4	1-4	1-4	1-4

Xpert Lawn & Snow - disqualified because they did not acknowledge all addenda.



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.johnsonrosati.com

October 4, 2017

Matt Wiktorowski, Senior Manager
Field Operations Division
CITY OF NOVI
Field Services Complex
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Contract for Snow Removal Services – City Streets & Municipal Sites

Dear Mr. Wiktorowski:

We have received and reviewed the proposed Contract for snow removal support services thorough the 2017-2018 winter season. B & B Landscaping has proposed, and the City seeks to contract for snow removal services for the City's municipal properties to be performed at a "seasonal guarantee amount." This seasonal guarantee amount contract requires that the City pay four (4) equal payments in a total amount of approximately \$132,000 prior to the start of the season. Although there is no means to conclusively determine how often the City will require snow removal services, this "seasonal guarantee," contract is expected to provide the City with an approximately 26% savings over paying for the same services on a "per-push" basis. The proposal requires a credit for services provided that are less than the minimum estimated number per municipal site, and additional payments for services over and above the maximum estimated services provided in the contractor's proposal.

In addition, the City seeks to contact with B & B Landscaping for street snow removal services "as-needed," as determined by the DPS based on each individual snow event. City street snow removal services will be charged at an hourly basis.

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. Pre-paid 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.

Matt Wiktorowski, Senior Manager
Field Operations Division
October 4, 2017
Page 2

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

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk (w/Enclosures)
Victor Cardenas, Interim Public Services Director (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

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 _____, whose address is _____, (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 on June 30, 2018. Upon mutual consent of the Client and the Contractor, the contract may be renewed three (3) 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 Thirty-Two Thousand, Nine Hundred and Ninety-Five (\$32,995.00) Dollars to be paid on or about November 1, 2017, December 1, 2017, January 1, 2018, and February 1, 2018. 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 subcontracted 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:

Company B+B LANDSCAPING



CITY OF NOVI
SNOW REMOVAL SERVICES -
CITY STREETS & MUNICIPAL SITES

BID FORM (REVISED)

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 <u>Yes/No</u>	Underbody Scraper <u>Yes/No</u>	Number of Units Available	Hourly Rate - Snow Plowing Only
Dump Truck with plow and operator	<u>5 UNITS</u>	<u>1 UNIT</u>	<u>6</u>	<u>85 SMALL DUMP</u> <u>\$ 125 LARGE DUMP</u>
4x4 Pick-up Truck with plow and operator	<u>YES</u>		<u>11</u>	<u>\$ 85.00</u>

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 Only
<u>1</u>	<u>BEHL SKIDSTEER / PUSHER</u>		<u>\$ 85</u>
<u>2</u>	<u>CASE LOADER / PUSHER</u>		<u>\$ 165</u>
<u>3</u>	<u>POLARIS ATV / PLOW</u>		<u>\$ 70</u>
<u>4</u>	<u>YAMAHA ATV / PLOW</u>		<u>\$ 70</u>

5			\$
6			\$

MUNICIPAL SITES - PARKING LOTS/DRIVE APPROACHES

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

Location	Unit	Continuous Push, includes de-icing; with contractor-provided salt.
Police Headquarters	Hour	\$ 145
Police Headquarters (alternate pricing)	Per push	\$ 650

PRIORITY TWO: Plowing & salting completed within two (2) hours of snow accumulation equal to or greater than 2"; icing conditions

Location	Unit	Snow Plowing 1" - 5" of snow	Snow Plowing 5"+ of snow	Salting (using contractor-provided salt)
Civic Center	Per Push	\$ 1250	\$ 1600	\$ 600
Fire Station #1	Per Push	\$ 310	\$ 385	\$ 150
Fire Station #2	Per Push	\$ 260	\$ 335	\$ 100
Fire Station #3	Per Push	\$ 300	\$ 375	\$ 160
Fire Station #4	Per Push	\$ 300	\$ 375	\$ 160
Police Gun Range	Per Push	\$ 240	\$ 315	\$ 110

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

Location	Priority Level	Estimated Pushes	Seasonal price	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	60 - 80 pushes per season	\$ 58,000	\$ 700	\$ 700
Civic Center	Two	30 - 48 pushes per season	\$ 37,000	\$ 1000	\$ 1000
Fire Station #1	Two	30 - 48 pushes per season	\$ 4370	\$ 300	\$ 300
Fire Station #2	Two	30 - 48 pushes per season	\$ 4970	\$ 250	\$ 250
Fire Station #3	Two	30 - 48 pushes per season	\$ 9370	\$ 300	\$ 300
Fire Station #4	Two	30 - 48 pushes per season	\$ 9370	\$ 300	\$ 300
Police Gun Range	Two	20 - 40 pushes per season	\$ 3900	\$ 175	\$ 175

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

If yes, in what manner will you credit the City? MONEY REFUNDED

Guaranteed Response Time (City Streets) 1HR

Guaranteed Response Time (Municipal Sites) 1HR

We acknowledge receipt of the following Addenda: # 1, # 2, # 3, # 4
(please indicate numbers)

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

NO EXCEPTIONS

Comments: _____

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) BIB LANDSCAPING

Address 5392 PLEASANT HILL DR

City FENTON State MI Zip 48430

Telephone 810-343-3884 Fax 517-521-3127

Representative's Name (please print) ROBERT ANTON

Representative's Title CEO

Representative's Signature 

E-mail BBLANDSCAPING1@YAHOO.COM

Date 8/10/17

Company B+B Landscaping

Comments: _____

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.

City Fenton State MI Zip 48430

Telephone 810-343-3884 Fax 517-521-3127

Representative's Name (please print) Robert Anton

Representative's Title CEO

Representative's Signature Robert Anton

E-mail bblandscaping1@yahoo.com

Date 8/10/17



CITY OF NOVI

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

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

Name of Firm B+B Landscaping
Address: 5392 Pleasant Hill Dr
City, State Zip Fenton, MI 48430
Telephone 810-343-3884 Fax 517-521-3127
Mobile 810-343-3884
Authorized Representative's Name (please print) Robert Anton
Authorized Representative's Title: CEO
Email Address: bblandscaping1@yahoo.com
Website NIA

1. Organizational structure: Corporation, Partnership, etc. Corporation
Name of Owner, President, CEO Robert Anton
2. Firm established: 1975 Years in business: 35+
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?
No Yes Reason: _____
4. Under what other or former names has your organization operated?
NIA
5. How many full time employees? 25 Part time? 17
6. Are you able to provide insurance coverage as required by this bid? Yes
7. 24/7 Emergency Telephone Number 810-343-3884
8. Do you have a Day and a Night shift? Yes No
9. Provide your procedure for handling night & weekend calls
The phone is on 24hrs. a day seven days a week. When a call comes in per the conversation a crew will be called out. The phone call to the crew will take place within 5 mins of the original phone call.

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.

The field supervisor will be Robert Anton also the owner. He has 35 years + in the snowplowing business. He will be checking on all work being done and will also be plowing with the crew. He will be on site before the snow starts checking on the lots and there conditions. He will make calls to all crews to make sure the lots are plowed in a timely fashion.

13. How many years' of experience does your firm have in providing snow removal services to municipalities? 25 years (please list the municipalities & years of service at each).

City of Novi 1 year Civic Center sidewalks
City of Wayne 12 years Plowing + Salting all city lots
City of Canton 4 years Plowing + Salting all City lots
City of Ann Arbor 8 years Plowing + Salting All city lots
County of Wayne 10 years Plowing + Salting All County lots

14. How many clients does your company currently serve with the type of work described? 4 clients

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.

Applicants fill out Employment application. References and experience are verified along with drivers license. All new hires are placed with senior employees for training. They must pass a verbal and operational test before they can work on their own. Safety is our number one concern.

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

All complaints are handled in a timely fashion. When a complaint is filed we return phone calls to listen and address the complaint and see if we can resolve the matter over the phone. If not we make a trip to the residence home and talk to them personally. After the complaint is addressed and taken care of a follow up conversation takes place with the resident to ensure they are happy.

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

We have been in business for over 35 years and have enough resources and financial capabilities to complete this contract. We have not defaulted on any contract or filed bankruptcy. We have completed all of our contracts on time.

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 City of Novi
Address 45175 Ten Mile Rd, Novi MI 48375
Phone 248-347-0532 Contact name Brandon McCollough

Company City of Wayne
Address 3356 S. Wayne Rd. Wayne, MI 48184
Phone 734-722-2000 Contact name DPW, Contact has retired

Company US Foods
Address 28001 Napier Rd. Wixom, MI 48393
Phone 765-398-4223 Contact name Rob Krank

20. Claims & Suits: Does your firm have any litigation pending or outstanding against your organization or its officers? If yes, please provide details.
No X 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: Robert Anton
Representative's Name (please print) Robert Anton
Date 8/10/17

SEE ATTACHES SHEET IN BACK OF BID.

B&B Landscaping

FOR ALL YOUR OUTDOOR NEEDS

Email: bblandscaping1@yahoo.com

26855 Taft Rd
Novi, MI 48376
Phone 734-326-6719
Fax 517-521-3127
5/12/16

5392 Pleasant Hill Dr
Fenton, MI 48430
Phone 810-632-6061
Fax 810-632-6061

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

Fax 517-521-3127

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)

B&B Landscaping

City Streets			
Type	Small dump	Large dump	Pickup
Hr. rate	\$85	\$125	\$85
Units	5	1	11

Response Time	
City Streets:	1 hour
Parking Lots:	1 Hour

Parking Lots Priority 1		
Location	Hourly	per push
Police	\$145	\$650

Sole Commitment:	Yes
------------------	-----

AVL Tracking:	Yes
---------------	-----

Parking Lots Priority 2			
Location	1"-5"	5" +	Salting
Civic Center	\$1,250	\$1,600	\$600
Fire #1	\$310	\$385	\$150
Fire #2	\$260	\$335	\$100
Fire #3	\$300	\$375	\$160
Fire #4	\$300	\$375	\$160
Gun Range	\$240	\$315	\$110
Total	\$2,660	\$3,385	\$1,280

Seasonal Pricing			
Location	Seasonal push	Per Push price exceed	credit per push
Police	\$58,000	\$700	\$700
Civic Center	\$37,000	\$1,000	\$1,000
Fire #1	\$9,370	\$300	\$300
Fire #2	\$4,970	\$250	\$250
Fire #3	\$9,370	\$300	\$300
Fire #4	\$9,370	\$300	\$300
Gun Range	\$3,900	\$175	\$175
Total	\$131,980		

Refund Type: Money (full push)



**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 **Tuesday, August 1, 2017 promptly at 10:00 A.M.** at the Novi Civic Center, 45175 Ten Mile Rd., Novi, MI 48375.

Sealed bids will be received until **2:00 P.M.** prevailing Eastern Time, **Tuesday, August 15, 2017** at which time bids will be opened and read. Bids shall be addressed as follows and delivered to:

**CITY OF NOVI
CITY CLERK'S 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.

Sue Morianti
Purchasing Manager

Notice Dated: July 25, 2017

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	July 25, 2017
Mandatory Pre-Bid Meeting	Tuesday, August 1, 2017, promptly at 10:00 A.M. Novi Civic Center 45175 Ten Mile Road Novi, MI 48375
Last Date for Questions	Tuesday, August 8, 2017, by 12:00 P.M. Please submit all questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	Tuesday, August 15, 2017, by 2:00 P.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, 2018. 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

Provide **four (4)** copies of your bid, **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: City Streets and 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 the 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 and drive approaches; sidewalks are not included. 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, 2018, 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 Services 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 Services Director's written order, the Contractor shall suspend the work covered by the order. Work shall not be resumed until ordered by the Public Services 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 Services 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 Services Director or their designee. *Failure to include a comprehensive equipment list along with the bid shall render the bid as non-responsive.* The Public Services 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 Services 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 Services 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 Services. 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 Services Director shall specifically direct otherwise. If, in the opinion of the Public Services 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 Services 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 Services 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 Services 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 Services 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.

Operational/ Procedural Requirements –Salting, If Requested

Salt application on roadways will commence on the last pass of snow plowing and only when requested by the Public Services Director or their designee. Salt will be applied to cover the entire width of the road.

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

Salt shall be applied to an equivalent of 250 pounds per lane mile. No sand or calcium chloride will be allowed as a treatment.

Contractor's trucks are to be loaded/reloaded with *City-purchased salt* at the Public Services yard by City staff.

Salt shall be applied to municipal roadways in sufficient quantities to melt any ice when:

1. Slippery, and/or icy conditions exist,
2. After any type of ice storm,
3. Once plowing has been completed, and/or
4. At the City's request.

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 in the 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 Services 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 removal services.

All unused salt provided by the City must be returned to the DPS yard prior to leaving the City limits at any time. Failure to do so may result in termination of the contract.

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 and drive approaches. Sidewalks are not included in this contract. This work will be performed at municipal sites only, as directed by the Public Services Director or their designee.

Locations

Civic Center	45175 Ten Mile
Police Headquarters	45125 Ten Mile Rd.
Fire Station #1	42975 Grand River Ave.
Fire Station #2	1919 Paramount
Fire Station #3	42785 Nine Mile Rd.
Fire Station #4	49375 Ten Mile Rd.
Indoor Gun Range	26350 Lee BeGole Dr.

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 municipal sites under contract when snowfall reaches an accumulation of one inch (1"), or as otherwise requested by the Director of Public Services 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, with zero tolerance for any snow or ice accumulation (bare pavement). 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 any 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 1"; 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 Services 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.

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

The Contractor shall provide a cost per site to complete all de-icing operations. Salting locations shall include parking lots only

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 Services or their designee. Contractor will provide the de-icing materials/liquids.

De-icers shall be applied at the equivalent of, or greater than of 300 pounds or 160 gallons per lane mile.

Unless otherwise directed by the Public Services 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 Services 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 Services 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.

Communication

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

Pricing

The rate bid per municipal site 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 the hourly and/or per push rates awarded in the 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.



**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 _____, whose address is _____, (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 on June 30, 2018. Upon mutual consent of the Client and the Contractor, the contract may be renewed three (3) 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. 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 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.

SAMPLE AGREEMENT

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				\$
4x4 Pick-up Truck with plow and operator				\$

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			\$
2			\$
3			\$
4			\$

5			\$
6			\$

MUNICIPAL SITES – PARKING LOTS/DRIVE APPROACHES

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

Location	Unit	Continuous Push, includes de-icing; with contractor-provided salt.
Police Headquarters	Hour	\$
Police Headquarters (alternate pricing)	Per push	\$

PRIORITY TWO: Plowing & salting completed within two (2) hours of snow accumulation equal to or greater than 1"; icing conditions

Location	Unit	Snow Plowing 1" – 5" of snow	Snow Plowing 5"+ of snow	Salting (using contractor-provided salt)
Civic Center	Per Push	\$	\$	\$
Fire Station # 1	Per Push	\$	\$	\$
Fire Station #2	Per Push	\$	\$	\$
Fire Station #3	Per Push	\$	\$	\$
Fire Station #4	Per Push	\$	\$	\$
Police Gun Range	Per Push	\$	\$	\$

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

Location	Priority Level	Estimated Pushes	Seasonal price	Price per push for pushes that exceed the maximum number estimated
Police Headquarters	One	60 – 80 pushes per season	\$	\$
Civic Center	Two	30 – 48 pushes per season	\$	\$
Fire Station #1	Two	30 – 48 pushes per season	\$	\$
Fire Station #2	Two	30 – 48 pushes per season	\$	\$
Fire Station #3	Two	30 – 48 pushes per season	\$	\$
Fire Station #4	Two	30 – 48 pushes per season	\$	\$
Police Gun Range	Two	20 – 40 pushes per season	\$	\$

Will you credit the City when the season results in less than the minimum number of estimated pushes? _____

Guaranteed Response Time (City Streets) _____

Guaranteed Response Time (Municipal Sites) _____

We acknowledge receipt of the following Addenda: _____
 (please indicate numbers)

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

Company B+B Landscaping

Comments: _____

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.

City Fenton State MI Zip 48430

Telephone 810-343-3884 Fax 517-521-3127

Representative's Name (please print) Robert Anton

Representative's Title CEO.

Representative's Signature Robert Anton

E-mail bblandscaping1@yahoo.com

Date 8/10/17



CITY OF NOVI

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

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

Name of Firm B+B Landscaping
Address: 5392 Pleasant Hill Dr
City, State Zip Fenton, MI. 48430
Telephone 810-343-3884 Fax 517-521-3127
Mobile 810-343-3884
Authorized Representative's Name (please print) Robert Anton
Authorized Representative's Title: CEO
Email Address: bblandscaping1@yahoo.com
Website NIA

1. Organizational structure: Corporation, Partnership, etc. Corporation
Name of Owner, President, CEO Robert Anton

2. Firm established: 1975 Years in business: 35+

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?
NIA

5. How many full time employees? 25 Part time? 17

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

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

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

9. Provide your procedure for handling night & weekend calls
The phone is on 24HRS. a day seven days a week. When a call comes in per the conversation a crew will be called out. The phone call to the crew will take place within 5mins. of the original phone call.

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.

The field supervisor will be Robert Anton also the owner. He has 35 years + in the snowplowing business. He will be checking on all work being done and will also be plowing with the crew. He will be on site before the snow starts checking on the lots and there conditions. He will make calls to all crews to make sure the lots are plowed in a timely fashion.

13. How many years' of experience does your firm have in providing snow removal services to municipalities? 25 years (please list the municipalities & years of service at each).

City of Novi 1 year Civic Center sidewalks
City of Wayne 12 years Plowing + Salting all city lots
City of Canton 4 years Plowing + Salting all City lots
City of Ann Arbor 8 years Plowing + Salting All city lots
County of Wayne 10 years Plowing + Salting All County lots

14. How many clients does your company currently serve with the type of work described? 4 clients

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.

Applicants fill out Employment application. References and experience are verified along with drivers license. All new hires are placed with senior employees for training. They must pass a verbal and operational test before they can work on their own. Safety is our number one concern.

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

All complaints are handled in a timely fashion. When a complaint is filed we return phone calls to listen and address the complaint and see if we can resolve the matter over the phone. If not we make a trip to the residence home and talk to them personally. After the complaint is addressed and taken care of a follow up conversation takes place with the resident to ensure they are happy.

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

We have been in business for over 35 years and have enough resources and financial capabilities to complete this contract. We have not defaulted on any contract or filed bankruptcy. We have completed all of our contracts on time.

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 City of Novi

Address 45175 Ten Mile Rd, Novi MI 48375

Phone 248-347-0532 Contact name Brandon McCallough

Company City of Wayne
Address 3355 S. Wayne Rd. Wayne, MI 48184
Phone 734-722-2000 Contact name DPW, Contact has retired

Company US Foods
Address 28001 Napier Rd. Wixom, MI 48393
Phone 765-398-4223 Contact name Rob Krank

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

No X 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: Robert Anton

Representative's Name (please print) Robert Anton

Date 8/10/17

SEE ATTACHES SHEET IN BACK OF BID.

B&B Landscaping

FOR ALL YOUR OUTDOOR NEEDS

Email: bblandscaping1@yahoo.com

26855 Taft Rd
Novi, MI 48376
Phone 734-326-6719
Fax 517-521-3127
5/12/16

5392 Pleasant Hill Dr
Fenton, MI 48430
Phone 810-632-6061
Fax 810-632-6061

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

Fax 517-521-3127

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. All our trucks are equipped with gps to ensure timely executions of the work taken place. This also gives us real time information about the crews to make sure the schedule is on time.

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 different view points on the job.

We will send daily email for the services done the day before to the contract administrator. Contact numbers for both parties' will be exchanged to insure that if a situation comes up in the daily service we contact each other to discuss how to handle the situation followed by an email.

Bills will be sent electronic, mailed or faxed on a monthly basis with the dates of services, amounts, and description of services to the assigned personal.

B&B Landscaping

FOR ALL YOUR OUTDOOR NEEDS

Email: bblandscaping1@yahoo.com

26855 Taft Rd
Novi, MI 48376
Phone 734-326-6719
Fax 517-521-3127

5392 Pleasant Hill Dr
Fenton, MI 48430
Phone 810-632-6061
Fax 810-632-6061

References

City of Novi DPS

Jeff Vancurler 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**

City of Novi Facilities

Brandon McCullough 248-756-4842 Facilities Manager

2016- Present

**Mowing City Property's, Sod Repair, Irrigation Repair, Shut Down, Start Up
Mulch, Flower Planting, Brick Pavers, Seed, Excavation, Design**

!JS Foods

Rob Krank 765-398-4223 Grounds Maintenance

2010- Present

**Mowing, Planting, Sod, Seed, Irrigation Repair, Shut Down, Start Up
Snow Plowing, Snow Removal, Salting**

Milford Sand and Gravel

Diana Beck 313-429-2729 Grounds

2012 – Present

Mowing, Trimming, Landscaping, Snowplowing , Salting

MDOT State of Michigan

Ahmad Azmoudeh 248-431-4749

2010-2016

Mowing, Trimming, Snowplowing, Salting

B&B Landscaping

FOR ALL YOUR OUTDOOR NEEDS

Email: bblandscaping1@yahoo.com

26855 Taft Rd
Novi, MI 48376
Phone 734-326-6719
Fax 517-521-3127
5/12/16

5392 Pleasant Hill Dr
Fenton, MI 48430
Phone 810-632-6061
Fax 810-632-6061

EQUIPMENT LIST

YEAR	MAKE	MODEL	TYPE	QUANTITY
2007	GEHL	SKIDSTEER	W/PUSHER	1
2016	FORD	F350	PU	1
2011	FORD	F350	PU	1
2007	FORD	F350	PU	1
2006	FORD	F350	PU	2
2004	FORD	F350	PU	3
2002	FORD	F350	PU	3
2004	GMC	DUMP	3-5 YD	1
2006	FORD	DUMP	3-5 YD	1
2002	FORD	DUMP	3-5 YD	1
1999	FORD	DUMP	5-8 YD	1
2000	GMC	DUMP	5-8 YD	1
2000	FORD	DUMP	5-8 YD	1
2006	POLARIS	ATV	PLOW	1
2003	YAMAHA	ATV	PLOW	1
2014	CASE	LOADER	W/PUSHER	1

All trucks are equipped with plows and salters

B&B LANDSCAPING

FOR ALL YOUR OUTDOOR NEEDS

Email:bblandscaping1@yahoo.com

26855 Taft Rd.
Novi, MI 48376
Phone 734-326-6719
Fax 517-521-3127

5392 Pleasant Hill Dr.
Fenton, MI 48430
Phone 810-632-6061
Fax 810-632-6061

Snow Removal Plan

When snow is predicted we will send employees to Novi to monitor the conditions of the lots. Employees will be at our office if possible one hour before the event is to take place. We will dispatch two trucks to the fire station and one truck to the police station. Two trucks will go to the Civic Center to ensure the lot is done by 7:00am. One truck will go to the gun range to ensure that it is done by 7:00am. The remaining trucks will be available to do the subdivisions. All trucks will have salting capabilities. As the lots are taken care of they will be able to help out at other locations as needed. We will have a floater truck that has no assigned route available to help any crew that may fall behind.



CITY OF NOVI

SNOW REMOVAL SERVICES – 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 five (5) pages of written addenda description, two (2) pages consisting of the pre-bid sign-in sheets, and seven (7) pages of snow push maps showing where snow can be piled.

CLARIFICATIONS:

1. Pg. 15 of 35: Please delete the section called "Operational/Procedural Requirements – Salting, If Requested". Contractor will not be asked to salt City streets.
2. Pg. 18 of 35: Corrected paragraph:
Priority 2: This treatment is necessary for all parking surfaces, with zero tolerance for any 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.
3. Pg. 17 of 35: Specify hours of operation for each location

Civic Center:	7:00 am – 10:00 pm
Police Headquarters:	24 -7
Fire Station #1:	24 -7
Fire Station #2:	24 -7
Fire Station #3:	24 -7
Fire Station #4:	24 -7
Indoor Gun Range:	7:00am – 10:00pm

Sue Morianti
Purchasing Manager

Notice dated: August 7, 2017



CITY OF NOVI

SNOW REMOVAL SERVICES -
CITY STREETS & MUNICIPAL SITES

BID FORM (REVISED)

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 <u>Yes/No</u>	Underbody Scraper <u>Yes/No</u>	Number of Units Available	Hourly Rate - Snow Plowing Only
Dump Truck with plow and operator	<u>5 UNITS</u>	<u>1 UNIT</u>	<u>6</u>	<u>85 SMALL DUMP</u> <u>\$ 125 LARGE DUMP</u>
4x4 Pick-up Truck with plow and operator	<u>YES</u>		<u>11</u>	<u>\$ 85.⁰⁰</u>

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 Only
1	<u>GEHL SKIDSTEER / PUSHER</u>		<u>\$ 85</u>
2	<u>CASE LOADER / PUSHER</u>		<u>\$ 165</u>
3	<u>POLARIS ATV / PLOW</u>		<u>\$ 70</u>
4	<u>YAMAHA ATV / PLOW</u>		<u>\$ 70</u>

5			\$
6			\$

MUNICIPAL SITES - PARKING LOTS/DRIVE APPROACHES

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

Location	Unit	Continuous Push, includes de-icing; with contractor-provided salt.
Police Headquarters	Hour	\$ 145
Police Headquarters (alternate pricing)	Per push	\$ 650

PRIORITY TWO: Plowing & salting completed within two (2) hours of snow accumulation equal to or greater than 2"; icing conditions

Location	Unit	Snow Plowing 1" - 5" of snow	Snow Plowing 5"+ of snow	Salting (using contractor-provided salt)
Civic Center	Per Push	\$ 1250	\$ 1600	\$ 600
Fire Station #1	Per Push	\$ 310	\$ 385	\$ 150
Fire Station #2	Per Push	\$ 260	\$ 335	\$ 100
Fire Station #3	Per Push	\$ 300	\$ 375	\$ 160
Fire Station #4	Per Push	\$ 300	\$ 375	\$ 160
Police Gun Range	Per Push	\$ 240	\$ 315	\$ 110

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

Location	Priority Level	Estimated Pushes	Seasonal price	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	60 – 80 pushes per season	\$ 58,000	\$ 700	\$ 700
Civic Center	Two	30 – 48 pushes per season	\$ 37,000	\$ 1000	\$ 1000
Fire Station #1	Two	30 – 48 pushes per season	\$ 9370	\$ 300	\$ 300
Fire Station #2	Two	30 – 48 pushes per season	\$ 4970	\$ 250	\$ 250
Fire Station #3	Two	30 – 48 pushes per season	\$ 9370	\$ 300	\$ 300
Fire Station #4	Two	30 – 48 pushes per season	\$ 9370	\$ 300	\$ 300
Police Gun Range	Two	20 – 40 pushes per season	\$ 3900	\$ 175	\$ 175

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

If yes, in what manner will you credit the City? MONEY REFUNDED

Guaranteed Response Time (City Streets) 1HR

Guaranteed Response Time (Municipal Sites) 1HR

We acknowledge receipt of the following Addenda: #1 #2 #3 #4
(please indicate numbers)

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

NO EXCEPTIONS

Comments: _____

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) BTB LANDSCAPING

Address 5392 PLEASANT HILL DR

City FENTON State MI Zip 48430

Telephone 810-343-3884 Fax 517-521-3127

Representative's Name (please print) ROBERT ANTON

Representative's Title CEO

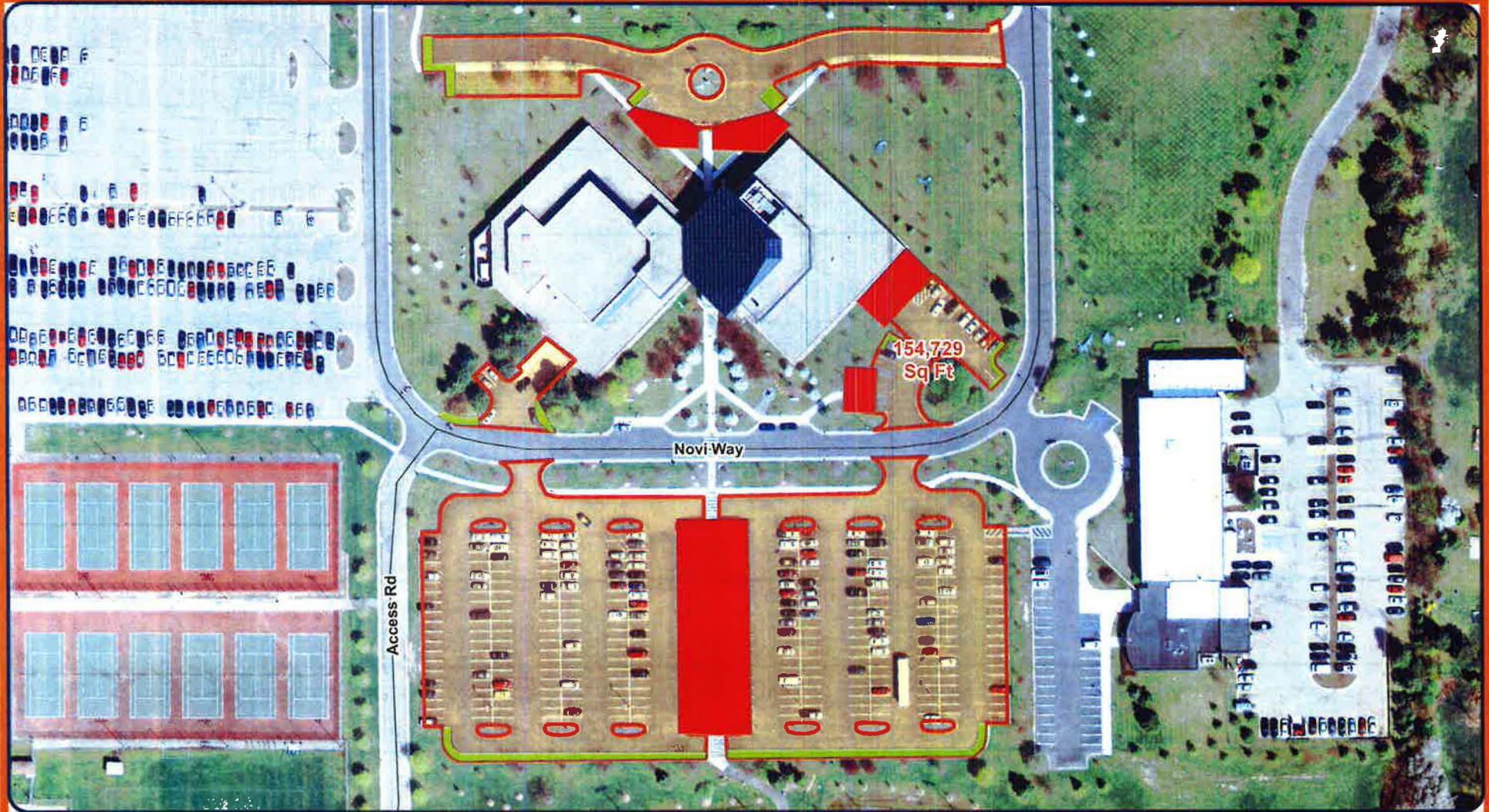
Representative's Signature 

E-mail BBLANDSCAPING1@YAHOO.COM

Date 8/10/17

Civic Center Parking Lot (154,729 sq. ft.)

City of Novi - Winter Maintenance Parking Lots



Map Author: Kim Wolosiewicz
 Date: November 21, 2013
 Project: Parking Lot Winter Maintenance
 Version #: 1.0

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. The map was prepared to meet National Map Accuracy Standards and use the most recent accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be considered as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City Clerk Manager to verify source and accuracy information related to this map.

Map Legend

- Minor Road
- Major Road
- Freeway
- Parking Lot & Driveway Maintenance Area
- Snow Pushing Areas**
- Acceptable Area**
- No
- Yes



1 inch = 129 feet



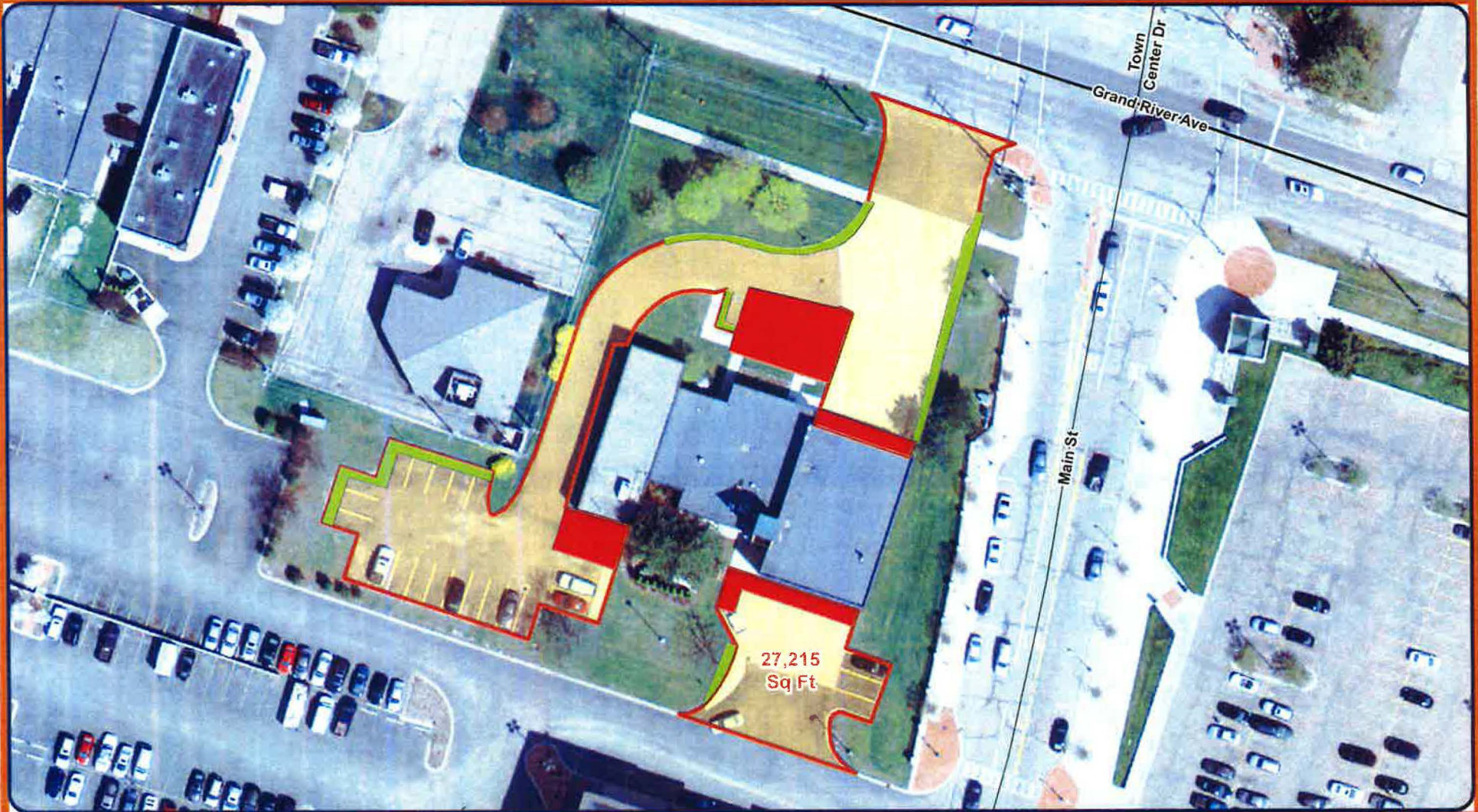
City of Novi

Information Technology Department
 Geographic Information Services
 45175 W Ten Mile Rd
 Novi, MI 48375
cityofnovi.org

Department of Public Services
 Field Operations Division
 26300 Lee BeGole Dr
 Novi, MI 48375
 248-735-5640

Fire Station #1 (27,215 sq. ft.)

City of Novi - Winter Maintenance Parking Lots



Map Author: Kim Wolosiewicz
 Date: November 21, 2013
 Project: Parking Lot Winter Maintenance
 Version #: 1.0

MAP INTERPRETATION NOTICE
 Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Map Legend

	Minor Road		Parking Lot & Driveway Maintenance Area
	Major Road	Snow Pushing Areas	
	Freeway	Acceptable Area	
			No
			Yes



1 inch = 67 feet



City of Novi

Information Technology Department
 Geographic Information Services
 45175 W Ten Mile Rd
 Novi, MI 48375
cityofnovi.org

Department of Public Services
 Field Operations Division
 26300 Lee BeGole Dr
 Novi, MI 48375
 248-735-5640

Fire Station #2 (12,075 sq. ft.)

City of Novi - Winter Maintenance Parking Lots



Map Author: Kim Wolosiewicz
 Date: November 21, 2013
 Project: Parking Lot Winter Maintenance
 Version #: 1.0

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official primary source. This map was intended to meet National Map Accuracy Standards and use the most recent accurate source available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Map Legend

 Minor Road	 Parking Lot & Driveway Maintenance Area
 Major Road	Snow Pushing Areas
 Freeway	Acceptable Area
	 No
	 Yes



1 inch = 42 feet



City of Novi

Information Technology Department
 Geographic Information Services
 45175 W Ten Mile Rd
 Novi, MI 48375
cityofnovi.org

Department of Public Services
 Field Operations Division
 26300 Lee BeGole Dr
 Novi, MI 48375
 248-735-5640

Fire Station #3 (14,422 sq. ft.)

City of Novi - Winter Maintenance Parking Lots



Map Author: Kim Woloszewicz
 Date: November 21, 2013
 Project: Parking Lot Winter Maintenance
 Version #: 1.0

MAP INTERPRETATION NOTICE

Map information registered is not intended to replace or substitute for any official surveying process. This map was intended to meet Topographic Map Accuracy Standards and use the most recent accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements as performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Map Legend

	Minor Road		Parking Lot & Driveway Maintenance Area
	Major Road	Snow Pushing Areas	
	Freeway	Acceptable Area	
			No
			Yes



1 inch = 54 feet



City of Novi
 Information Technology Department
 Geographic Information Services
 45175 W Ten Mile Rd
 Novi, MI 48375
 cityofnovi.org

Department of Public Services
 Field Operations Division
 26300 Lee BeGole Dr
 Novi, MI 48375
 248-735-6640

Fire Station #4 (35,537 sq. ft.)

City of Novi - Winter Maintenance Parking Lots



35,537
Sq Ft

Map Author: Kim Woloszewicz
Date: November 21, 2013
Project: Parking Lot Winter Maintenance
Version #: 1.0

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official primary source. This map was intended to meet National Map Accuracy Standards and use the most recent accurate services available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1975 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Map Legend

- Minor Road
- Major Road
- Freeway
- Parking Lot & Driveway Maintenance Area
- Snow Pushing Areas**
- Acceptable Area**
- No
- Yes



1 inch = 83 feet



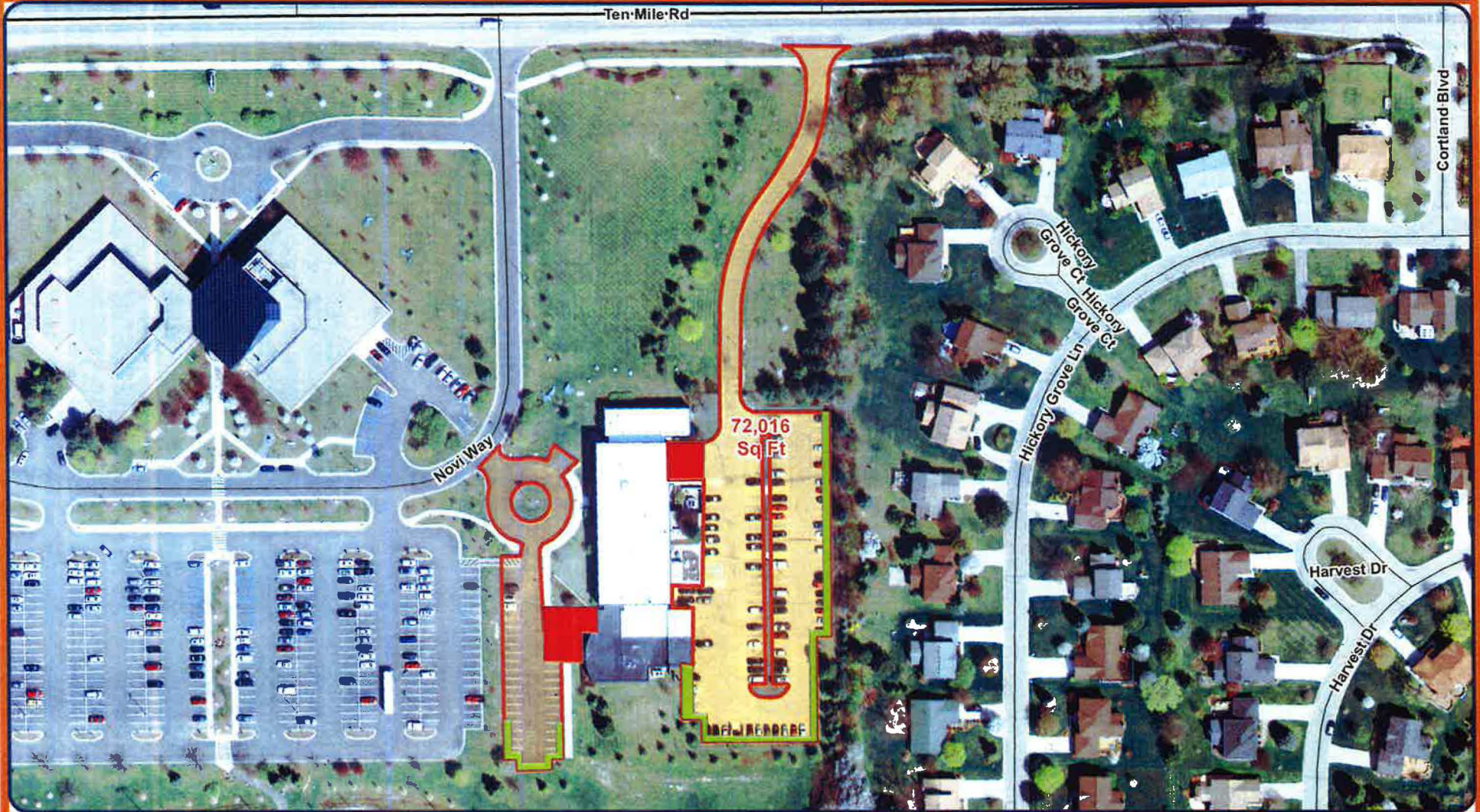
City of Novi

Information Technology Department
Geographic Information Services
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org

Department of Public Services
Field Operations Division
26300 Lee BeGole Dr
Novi, MI 48375
248-735-5640

Police Department Parking (72,016 sq. ft.)

City of Novi - Winter Maintenance Parking Lots



Map Author: Kim Woloszewicz
 Date: November 21, 2013
 Project: Parking Lot Winter Maintenance
 Version #: 1.0

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. The map was prepared to meet National Map Accuracy Standards and use the most recent accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Map Legend

- Minor Road
- Major Road
- Freeway
- Parking Lot & Driveway Maintenance Area

Snow Pushing Areas

Acceptable Area

- No
- Yes



1 inch = 146 feet



City of Novi

Information Technology Department
 Geographic Information Services
 45175 W Ten Mile Rd
 Novi, MI 48375
 cityofnovi.org

Department of Public Services
 Field Operations Division
 26300 Lee BeGole Dr
 Novi, MI 48375
 248-735-5640

Police Gun Range (11,234 sq. ft.)

City of Novi - Winter Maintenance Parking Lots



Map Author: Kim Woloszewicz
 Date: November 21, 2013
 Project: Parking Lot Winter Maintenance
 Version #: 1.0

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official primary source. This map was intended to meet National Map Accuracy Standards and use the most recent accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Map Legend	
	Minor Road
	Major Road
	Freeway
	Parking Lot & Driveway Maintenance Area
Snow Pushing Areas	
Acceptable Area	
	No
	Yes



1 inch = 54 feet



City of Novi

Information Technology Department
 Geographic Information Services
 45175 W Ten Mile Rd
 Novi, MI 48375
cityofnovi.org

Department of Public Services
 Field Operations Division
 26300 Lee BeGole Dr
 Novi, MI 48375
 248-735-5640



CITY OF NOVI

SNOW REMOVAL SERVICES – CITY STREETS & MUNICIPAL SITES

ADDENDUM #2

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 two (2) pages of written addenda description.

QUESTIONS:

1. Is there any way we can keep a loader or skid loader at the civic center?
Answer: Yes
2. Are the estimated pushes including when we salt only or use liquid deicer?
Answer: A comprehensive service; when you show up to service a lot.
3. Will refreeze salting count towards the estimated pushes?
Answer: No
4. If we have to return to plow and salt where cars were is that counted as a push?
Answer: No
5. If we are not able to get salt do to a salt shortage like we had a few years ago and only government and cities are able to get salt, will the city help in providing salt?
Answer: No
6. Will the city relocate snow piles if we run out of room in the designated snow pile locations?
Answer: The City will assist when needed.

7. Just to be clear, if we get 6 inches of snow for example and we push 4 times and salt 4 times then that would be a total of 8 pushes towards the total number of estimated pushes?

Answer: No, that would be 4 pushes (i.e. each time you plow and salt, it counts as one)

8. Page 20, Pricing: Are you going to award the contract and pay all-inclusive and if we reach the say 60 pushes estimated on the police headquarters then we will get paid for any additional salting or plowing? Or are you awarding the contract by the push or by the hour?

Answer: This pricing section refers to the fact that the prices quoted should cover all of your costs (should be all-inclusive), including deicing materials as specified, equipment costs, labor, fuel, and insurance. This applies whether we choose the "per push/per hour" pricing (pay as we go) or the "seasonal" pricing. We don't know at this time which pricing structure we will choose. We will make that decision when the bids are received and reviewed.

9. The estimated pushes have a big gap. What will be the number used to decide if we get paid more?

Answer: If the number of pushes goes higher than the upper end of the estimated pushes.

10. What will be the number used if we decide to give money back to the city if we don't reach the minimum number of pushes?

Answer: If the number of pushes is below the lower end of the estimated pushes.

Sue Morianti
Purchasing Manager

Notice dated: August 9, 2017



CITY OF NOVI

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

ADDENDUM #3

INTENT: This addendum has been issued to modify and/or interpret the original specifications for the bid 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 Form.

CONTENTS: Included in this Addendum is one (1) page of written addenda description.

CLARIFICATIONS:

We have been contacted by several contractors who did not get notified by the MITN system when the bid was posted. Therefore, we are adding a pre-bid meeting, extending the deadline for questions, and extending the due date for responses. If you have already submitted your bid, it will not be opened until the new due date.

ADDITIONAL MANDATORY PRE-BID MEETING: Thursday, August 17, 2017 at 10:00 A.M. *If you attended the first pre-bid meeting on August 1st, you are not required to attend this meeting.*

NEW DEADLINE FOR QUESTIONS: Monday, August 21, 2017 by 12:00 P.M.

NEW DUE DATE FOR BID RESPONSES: Thursday, August 24, 2017 by 2:00 P.M.

Sue Morianti
Purchasing Manager

Notice dated: August 14, 2017



CITY OF NOVI

SNOW REMOVAL SERVICES – CITY STREETS & MUNICIPAL SITES

ADDENDUM #4

INTENT: This addendum has been issued to modify and/or interpret the original specifications for the bid 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 Form.

CONTENTS: Included in this Addendum is one (1) page of written addenda description.

CLARIFICATIONS:

1. The snow plowing prices (1" – 5" and 5"+) should include salting. This is considered one push. The separate price for salting is for instances when we call you to put down salt only. "Salting only" services would be considered a push.
2. Snow staking is to be done by the contractor. The City will provide the stakes at no charge. The City also offers free stakes to residents.

QUESTIONS:

1. Are there a minimum number of pushes?

Answer: No.

2. As it relates to seasonal, for events less than 2" and/or freezing rain and icy conditions, do salt only applications count toward the estimated number of pushes?

Answer: Yes, visiting the site to only salt is considered one push/event, if that is all that is required (i.e. black ice, re-freeze, traveling to the location to specifically salt). If the lot requires plowing and salting, in the same and/or associated visit, it's considered one push/event.

Sue Morianti
Purchasing Manager

Notice dated: August 21, 2017