



**CITY OF NOVI CITY COUNCIL
OCTOBER 14, 2024**

SUBJECT: Approval to award a unit price contract for major pathways snow removal services to HL Landscaping, the low bidder, for an estimated annual amount of \$108,998. The contract term is one year with three one-year renewal options.

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

KEY HIGHLIGHTS:

- The scope of this service at a per push rate consists of clearing snow whenever a two-inch or greater snow accumulation exists from approximately 37 miles of sidewalks and pathways.
- The annual total accounts for an estimated 15 events requiring snow removal service on pathways, based on recent winter data.
- Clearing of snow and ice along selected major roads, in front of City-owned parcels, and in four parks- Pavilion Shore Park, Brookfarm Park, ITC Community Sports Park, and Lakeshore Park.

FINANCIAL IMPACT

	FY 2024/25
EXPENDITURE REQUIRED	\$ 5,412.45 General Fund <u>\$ 102,799.80 Municipal Street Fund</u> \$ 108,998.10 Estimated Annual Total
BUDGET	
General Fund (101-441.20-868.208) Parks Pathways Snow Removal	\$ 5,500
Municipal Street Fund (204-451.00-868.100) Streets Pathways Snow Removal	\$ 105,000
APPROPRIATION REQUIRED	\$ 0
FUND BALANCE IMPACT	\$ 0
Note: This item comes in under budget by \$1,002	

BACKGROUND INFORMATION:

The Department of Public Works is responsible for clearing snow and ice from sidewalks and pathways along selected major roads and in front of City-owned parcels. The Parks Maintenance Division has requested clearing of pathways in four parks be included in this award—Pavilion Shore Park, Brookfarm Park, ITC Community Sports Park, and Lakeshore Park. Clearing these segments of the non-motorized network each winter helps make Novi a more walkable community year-round.

DPW recently solicited unit price bids for snow removal services for the non-motorized segments depicted on the attached map. The scope of this service consists of clearing snow whenever a two-inch or greater snow accumulation exists from approximately 37 miles of sidewalks and pathways. The attached Invitation to Bid stipulates unit prices on a “per push” basis will be paid for each event the contractor is called to perform the service.

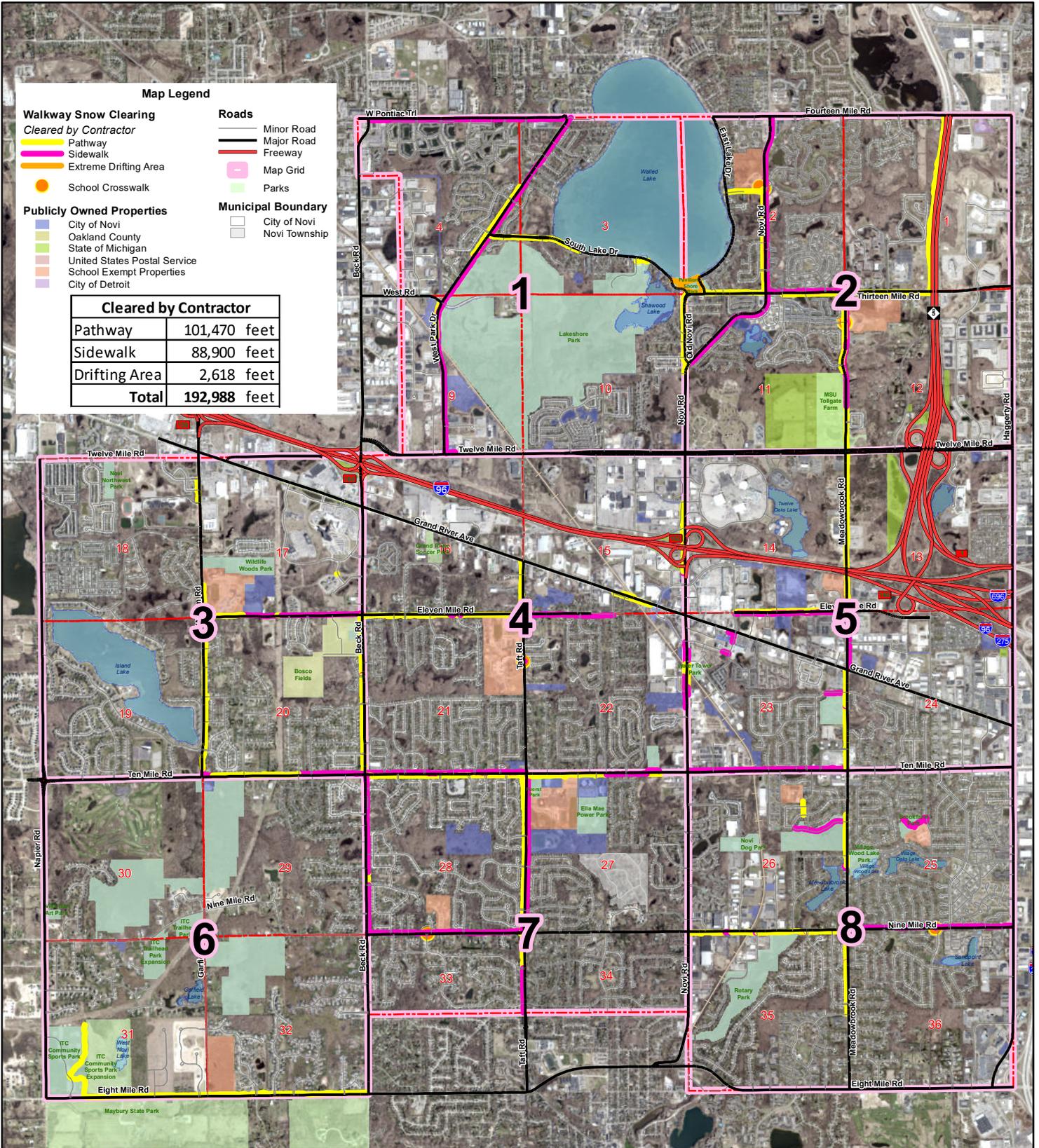
Three bids were received and opened on August 30, 2024, following a public bid solicitation period. The bid package was placed on the Michigan Inter-governmental Trade Network (MITN) under the category of Snow Removal Services. HL Landscaping was the low bidder. A table summarizing unit pricing for services is included in the packet.

RECOMMENDED ACTION: Approval to award a unit price contract for major pathways snow removal services to HL Landscaping, the low bidder, for an estimated annual amount of \$108,998.10. The contract term is one year with three one-year renewal options.

City of Novi
Snow Removal - Major Pathways
8/30/24 2:00 PM

Description	Estimated Quantities (LFT per push)	B&B Landscaping		HL Landscaping	
		Unit Price	Total	Unit Price	Total
		(per linear foot)		(per linear foot)	
DPW Snow Removal – Sidewalks (minimum 48 inches wide cleared)	88,900	\$ 0.042	\$ 3,733.80	\$ 0.036	\$ 3,200.40
DPW Snow Removal – Pathways (minimum 72 inches wide cleared)		\$ 0.042		\$ 4,261.74	
Parks Snow Removal – Sidewalks (minimum 48 inches wide cleared)	1,202	\$ 0.042	\$ 50.48	\$ 0.036	\$ 43.27
Parks Snow Removal – Pathways (minimum 72 inches wide cleared)		\$ 0.042		\$ 150.57	
Parks - Snow Removal Extreme Drifting Areas	2,618	\$ 0.550	\$ 1,439.90	\$ 0.072	\$ 188.50
TOTAL (PER PUSH)			\$ 9,636.49		\$ 7,214.15
24-hour/7-day Telephone Number:		810-343-3884		772-332-7748	
Email for notifications:		bblandscaping1@yahoo.com		hunter@HLLawnservices.com	
We have attached our equipment list:		yes		yes	
Addendums acknowledged?		n/a		n/a	

2024-2025 City of Novi Contractor Sidewalk Snow Clearing Map Book



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.



Miles



1 inch = 4,424 feet

Map Author: Keri Blough
Date: September 23, 2024
Project: Winter Sidewalk Snow Clearing
Version: 1.0



City of Novi

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



**CITY OF NOVI
BID FORM**

SNOW REMOVAL – MAJOR PATHWAYS

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

Description	Estimated Quantities (per push)	Unit Price (per linear foot)	Total
DPW Snow Removal – Sidewalks (minimum 48 inches wide cleared)	88,900 LFT	\$ 0.036¢	\$ 3,200.40
DPW Snow Removal – Pathways (minimum 72 inches wide cleared)	101,470 LFT	\$ 0.036¢	\$ 3,652.92
Parks Snow Removal – Sidewalks (minimum 48 inches wide cleared)	1,202 LFT	\$ 0.036¢	\$ 43.27
Parks Snow Removal – Pathways (minimum 72 inches wide cleared)	3,585 LFT	\$ 0.036¢	\$ 129.06
Parks - Snow Removal Extreme Drifting Areas	2,618 LFT	\$ 0.072¢	\$ 188.50
TOTAL (PER PUSH)			\$ 7,214.15

24-hour/7-day Telephone Number: 772-332-7748

Email for notifications: Hunter@HLLawServices.com

We have attached our equipment list: Yes No

We acknowledge receipt of the following Addendum: N/A

Exceptions to specifications (all exceptions must be indicated here or attached):

Comments: _____

NON-IRAN LINKED BUSINESS

By signing below, I certify and agree on behalf of myself and the company submitting this bid the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this bid 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 bid will immediately comply with any further certifications or information submissions requested by the City in this regard.

THIS BID IS SUBMITTED BY:

Company (Legal Registration) HBL Enterprises LLC / HL Lawn Services
Address 7160 S State rd
City Goodrich State MI Zip 48438
Telephone 248-210-1578 Fax _____
Representative's Name (please print) Hunter Long
Representative's Title president
Representative's Signature [Signature]
E-mail Hunter@HLLawnServices.com
Date 08-29-2024



CITY OF NOVI

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

SNOW REMOVAL – MAJOR PATHWAYS

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

Name of Firm: HL Lawn Services
Address: 7160 S State Rd
City, State, Zip: Goodrich MI 48438
Telephone: 248-210-1578 Fax: _____
Mobile: 772-332-7748
Agent's Name (please print): Hunter Long
Agent's Title: President
Email Address: Hunter@HLlawnServices.Com
Website: HLlawnServices.Com

1. Organizational structure: Corporation, Partnership, etc. Corporation
2. Firm established: 2017 Years in business: 7
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?
HBL Enterprises LLC
5. How many full-time employees? 18 Part-time? 6
6. Are you able to provide insurance coverage as required by this bid? Yes
7. 24/7 Telephone Number 772-332-7748
8. Provide your procedure for handling night and weekend calls.
Receive call/Email, dispatch our on call crews to start work within (one) hour
9. List the scope of services (type of work) you are able to perform.
Sidewalk clearing using ATVs, VTVs, snowcraters and Toro multiforces. Hand work to be done by shovellers or snowblowers

10. List any professional licenses/certifications you/your employees have obtained that would be applicable to this contract.

11. Provide a list of employees and all other professional staff to be assigned to this contract. Include name, title, license number, years of experience, full/part time, on-call availability, qualifications, and experience.

Jeff - 15 years, full time, 24/7 Availability
Eric - 5 years, full time, 24/7 availability
Mike - 3 years, full time, 24/7 availability
Rob - 7 years, full time, 24/7 availability
Kyle - 9 years, full time, 24/7 availability

12. List equipment, tools, and all other resources available to your firm to perform this contract (use a separate sheet if necessary):

See attached equipment list

13. Provide a list of all open contracts your company currently holds. Include contact name, organization, type, size, required date of completion, percentage of completion, value of contract.

private Hoa - Bloofield, 2028 contract end, \$1,008,000
contract value.
Consumers energy - Groveland, 2024 contract end, \$250,000
contract value.
We Service 40 commercial, Hoa sites currently

14. Do you plan use subcontractors for any part of this contract? NO

15. If you plan to use subcontractors, please indicate names of people and/or firm name and provide a list of the equipment they will be using.

16. **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 Herriman & Associates
Address Plymouth
Phone 734-459-5440 Contact name Darlyn

Company Abraham Landscape Group
Address Westland
Phone 734-294-1760 Contact name David

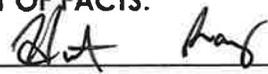
Company Elite Land Development
Address Clarkston
Phone 248-891-3912 Contact name Brad

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

No Yes

18. 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: 
Representative's Name (please print): Hunter Long
Date 08-29-2024

HL Lawn Services Equipment List

Toro grandstand multi force -2 w/ 4' ft boss plow

Polaris Ranger side by side - 1 w/ 6'ft V-plow

Boss Snowrator - 2

Suzuki 4-wheeler - 2 w/ 5'ft boss V-plow

Toro Power clear snow blowers - 6

Toro 2 Stage Snowblower Power Max 828 OAE

Husqvarna 2 Stage snowblower

Toro Dingo TXL 2000

Isuzu HPR - flat bed

Isuzu NPR Box truck

GENERAL CONDITIONS

TAX EXEMPTION

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.

CONTRACT RENEWAL

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

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.

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 proposal, the proposer certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

- (a) The prices in the proposal 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 proposer or with any other Competitor; and
- (b) No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

- (c) He is the person in the proposer's organization responsible within that organization for the decision as to prices being offered in the proposal 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 proposer's organization responsible within that organization for the decision as to prices being offered in the proposal 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 proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.



CITY OF NOVI

SNOW REMOVAL – MAJOR PATHWAYS

SPECIFICATIONS/SCOPE OF WORK

- 1) **INTRODUCTION:** Through this Invitation to Bid (ITB), the City of Novi hereby invites businesses that meet the qualifications set forth herein to submit bids for snow removal from select sidewalks and pathways adjacent to roadways within the City limits. Historically, the City of Novi responds to approximately 12 complete pathway/sidewalk snow pushes per season. This contract is for one (1) year (for the winter of 2024/25), with three (3) renewals in one (1) year increments at the same terms, conditions, and pricing.
- 2) **GENERAL INFORMATION:** The City requires snow removal from sidewalks and pathways for select areas per these specifications. The scope is primarily intended to address pathways along major roads that front residential property. Pathways are at least 6 feet wide, and sidewalks are less than 6 feet wide.

Maps for the 2024/2025 season are included with this ITB which identify routes to be cleared, shown as Contractor-cleared pathways and Contractor-cleared sidewalks.

Qualified contractors must have a thorough knowledge of snow removal services and will be required to provide all equipment, personnel, supervision, and related materials to complete the task of clearing these pathways. **The City requires all pathways to be cleared within 16-hours upon notification from the City.**

MINIMUM QUALIFICATIONS:

- A) The Contractor must have a minimum of 5 years' experience clearing snow from commercial or municipal lots and walks by mechanical means. Verification of experience shall be provided in the form of three (3) municipal/business references, which must be listed on the Bid Form contained in this ITB.
- B) The Contractor must have sufficient personnel and equipment to perform this scope of work within the allotted time frame regardless of the amount of snowfall. **Failure to complete pathway clearing within 16-hour time frame may result in termination.**
- C) **A list of equipment utilized to perform this scope of work shall be submitted with your bid.**

3) SCOPE OF WORK

A) Snow Clearing

- i) Contractor will be notified of the request for services by the Department of Public Works by one phone call and an email to document notice. The City requires one central number to call.
- ii) Contractor shall be **required** to respond to the notification **within one (1) hour** and acknowledge receipt of notification of needed service. Typically, a notification will be sent out if snowfall is two (2) inches or more. The Contractor shall not initiate any work unless notification is given by the City.
- iii) Contractor will be required to have all assigned sidewalks and pathways cleared within sixteen (16) hours after notification.

- iv) Sidewalks shall be cleared of snow a minimum of 48 inches across; pathways a minimum of 72 inches across.
- v) Snow must be cleared away from all business, residential and municipal sidewalk/pathway/entranceway ramps, school crosswalks, and crosswalks which are required as part of this contract.
- vi) Snow shall never be pushed into the roadway as to not create a hazard for motorists.
- vii) Contractor shall never pile snow as to cause a sight obstruction.
- viii) The Contractor shall not pile snow between the road edge and sidewalk/pathway. It must always be stockpiled on the inside of the sidewalk/pathway.
- ix) The Contractor will report when they have started the work (time) and the location where they started the work. The Contractor will also notify the City when they have completed the push. Both communications must be done by email.
- x) If an event calls for additional pushes, the contractor must receive written authorization from the City's designee to perform the additional push(es). **The City will not pay for work that has not been authorized or completed.**
- xi) Contractor will report the areas that have been cleared to the City's Field Operations manager, or their designee by email once the entire route has been cleared, or by 9:00 a.m. the morning following each event. City staff shall verify work has been completed; a \$50 deduction shall be imposed for each area that was incorrectly/falsely reported as being complete. Deductions will be assessed against the submitted invoice.
- xii) Contractor shall be responsible for any damages that occur while executing this contract and shall report them by email to the Field Operations manager, or their designee, prior to billing. After the route inspection is concluded, the Field Operations manager, or their designee, will notify the contractor of any damage.
- xiii) Should the Contractor fail to keep up with the work, the City reserves the right to hire additional contractors to complete the work.
- xiv) The City reserves the right to add or eliminate areas of work at any time. Payments for areas of work added will be made based on unit pricing submitted with Contractor's bid.
- xv) Contractor shall be paid for work completed based on unit pricing.
- xvi) No surcharges of any kind shall be allowed.
- xvii) **If the contractor chooses to use/install marking stakes, the Contractor must remove all such stakes by April 15 of the associated clearing season.**
- xviii) School routes and crosswalks shall be a priority and cleared first.
- xix) All operators must be legally licensed drivers.

B) Equipment

- i) Snow blades for sidewalks must not exceed 52 inches. All-terrain vehicle (ATV) or Utility Terrain Vehicle (UTV) are preferred for sidewalks and pathways. Trucks with plows may be used on wider pathways. Boardwalks shall only be cleared using snow blowers or by hand shoveling.
- ii) All vehicles performing work shall be properly identified, licensed, and display a professional appearance. All vehicles and personnel performing work within the City rights-of-way must meet all MIOSHA safety requirements.
- iii) Contractor must be willing to carry a portable tracking unit (provided by the City) for route completion documentation.

- iv) Contractor shall have the ability to remove all snow on or adjacent to all non-motorized routes included in this contract, even in the event of a large snowfall.

C) Repairs

- i) All damage to sidewalks, pathways, sprinkler heads, sod, or any abutting personal property shall be the responsibility of the Contractor to repair by May 15 of each spring following the contracted clearing season. An extension may be granted by the Field Operations manager if they believe extenuating circumstances prevent work completion.

D) Invoicing

- i) Contractor shall email invoice to: invoices@cityofnovi.org after each snow clearing event completed. Payment shall only be approved after the Field Operations manager or their designee has completed the inspection and review.

4) 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.

5) PAYMENT

By submitting a bid, Contractor understands the City will attempt to make payment within 30 days but cannot guarantee it. All payments must be approved by City Council which generally holds meetings twice per month. On occasion, there may be three weeks between Council meetings, which may cause a delay in payment.

6) ROAD WEIGHT RESTRICTIONS

The City of Novi has several Restricted Commercial Vehicle Routes. These sections of roadway are closed to commercial thru traffic. You may drive on these sections of road only if you are providing a service within that section. At no time will the contractor drive more than a one (1) mile distance on a restricted road.

For additional details, contractors can check our Map Gallery at:

<http://cityofnovi.org/Community/PDFMaps/RoadwayWeightClassifications.pdf>



**CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A**

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an “Occurrence Basis” with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired, and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
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 for General Liability and Auto Liability. 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 affected 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. 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.
7. 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.

SAMPLE AGREEMENT

CONTRACT FOR SNOW REMOVAL SERVICES – MAJOR PATHWAYS

THIS CONTRACT FOR SERVICES ("Contract"), shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and _____, 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 _____ and end on _____. Upon mutual consent of the Client and the Contractor, the contract may be renewed three (3) additional years in one (1) year increments at the same prices, terms, and conditions of the original contract.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor based on unit pricing for services as specifically set forth in the completed Proposal attached which are part of the attached Schedule A. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. The Client agrees to pay Contractor amounts due after receipt of an itemized billing/invoice from Contractor detailing all work which has been performed in connection with the billing 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. Such payments will be made pursuant to City policy and approval by City Council.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A, unless specifically identified in Schedule A as reimbursable expenses and such expenses have been approved by the Client or its designee. Contractor will obtain written approval of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

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.

SAMPLE AGREEMENT

Article IV: Termination.

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

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

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

Article V: Independent Contractor/Vendor Relationship.

A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

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

B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in

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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 the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: **Liability and Insurance.**

- A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.

- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A.

Article VII: **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

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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: Victor Cardenas, City Manager and Cortney Hanson, City Clerk
 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 first listed above.

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WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Justin Fischer
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

CONTRACTOR

Date: _____

By:
Its: