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CITY of NOVI CITY COUNCIL

Agenda Item N
November 10, 2008

SUBJECT: Approval to award the snow removal contract by Great Oaks Maintenance, lowest qualified bidder, for service at Meadowbrook Commons, as recommended by KMG Prestige, in the amount of \$18,000.

SUBMITTING DEPARTMENT: Parks, Recreation & Forestry

CITY MANAGER APPROVAL: *Alex Fortner*

EXPENDITURE REQUIRED	\$18,000
AMOUNT BUDGETED	\$26,500
LINE ITEM NUMBER	594-000.00-941.000

BACKGROUND INFORMATION:

We requested and received 7 bids. Two were disqualified due to incomplete bids. Staff reviewed all bids and is recommending Great Oaks Maintenance, lowest qualified bidder. A bid tabulation sheet, a recommendation letter from Roberta DeWitt of KMG Prestige, and the snow removal contract are attached.

RECOMMENDED ACTION: Approval to award snow removal contract by Great Oaks Maintenance, lowest qualified bidder, for service at Meadowbrook Commons, as recommended by KMG Prestige, in the amount of \$18,000.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Crawford				
Council Member Gatt				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				



October 17, 2008

To: Randy Auler
From: Roberta DeWitt
Re: 2008-2009 Snow Removal Contract

The snow removal contract was posted on BidNet by the City of Novi. Seven contractors bid the contract. Attached is the snow removal summary. Our recommendation is to award this season's contract to Great Oaks Maintenance for the following reasons:

1. Great Oaks was the lowest bidder.
2. Great Oaks is a local company with many customers in the area.
3. They received very high recommendations from references they provided.
4. Estimated snow fall for the upcoming season is expected to match or exceed last year's accumulation, therefore a seasonal quote is recommended. The total seasonal quote from Great Oaks Maintenance is \$18,000.00. Our budget for snow removal services is \$26,500.

Sincerely,

MEADOWBROOK COMMONS

Roberta DeWitt
Community Manager



**Meadowbrook Commons
2008- 2009 Snow Removal Summary**

Contractor	Per Push Price	Seasonal Price	Salt Seasonal Price	Front End Loader @ 20 Hours	Total
Great Oaks Maintenance	349-599	\$4,950	\$10,050	\$150 x 20 \$3000	\$18,000
Brock Sweeping	440-1100	\$6,710	\$13,200	\$180 x 20 \$3,600	\$23,510
Grass Groomers	490-1100	\$10,500	\$18,000	\$125 x 20 \$2,500	\$31,000
United Lawnscape	1,045-2,090	\$13,585	\$24,375	\$150 x 20 \$3,000	\$40,960
B & B Lawn Service	895-1,550	\$41,000	\$105,000	\$125 x 20 \$2,500	\$148,500
B & L Landscaping	330 – 660	\$4,500	Incomplete	\$165 x 20 \$3,300	Incomplete
Pama Jama DBA Absolute Outdoor Services	625 – 1200	\$7,500	Salt Cost Plus Labor of \$12,150	\$120 x 20 \$2,400	Incomplete

**MEADOWBROOK COMMONS
SNOW REMOVAL SERVICES CONTRACT
SEPTEMBER 17, 2008**

	Great Oaks Maintenance	Pama Jama Outdoors dba Absolute Outdoors	Brock Sweeping	Grass Groomers	B & L Landscaping	United Lawnscape	B & B Lawnservice Inc.
Unit Pricing							
A. At least 1.5" - 4", price per plow	349	625	440	490	330	1,045	895
B. Between 4" & 7", price per plow	474	900	660	850	442	1,567.50	1,175
C. More than 7", price per plow	599	1,200	1,100	1,100	660	2,090	1,550
D. Hand work, price per hour	35	40	40/man/hour	30/man/hour	45/man hour	40/man hour	42
E. Calcium Chloride, per bag	27.00/80# bag	25.00/50# bag	30.00/50# bag	28.00/50# bag	35.00/50# bag	32.00/50# bag	27.50/80# bag
F. Salt, price per ton	165	cost + 60.00 labor rate	160	200	150 *	195	210
G. Front end loader, hourly rate	150	120	180	125	165	150	125
H. Dump Truck, hourly rate	125	120	165	125	110	150	125
Alternate #1							
A. Seasonal Rate, plowing	4,950	7,500	6,710	10,500	4,500	13,585	41,000
B. Seasonal Rate, salting	10,050	cost of salt + \$12,150 labor rate	13,200	18,000	n/a *	24,375 (not including calcium chloride)	105,000
Emergency number included?	yes	yes	yes	yes	yes	yes	yes
Qualifications Questionnaire included?	yes	yes	yes	yes	no	yes	no, but includes references

* Not a fixed price. Price listed is current market rate. Rate subject to change and without notice.

2008 – 2009 SNOW REMOVAL CONTRACT

This Contract made on this 1st day of October, 2008 by and between

Meadowbrook Commons commonly known as,
(Legal Name)

Meadowbrook Commons Apartments
(Name of Development)

hereinafter referred to as **OWNER**, and whose address and telephone number for purposes of notice under this contract are: 25075 Meadowbrook Road

(Development Address)

Novi, Mi. 48375

(Include City, State, ZIP)

(248) 305-8646

(Development Phone Number)

and Great Oaks Maintenance hereinafter referred to as **VENDOR**,
(Contractor Business Name)

whose Federal Identification Number is _____ and whose address and telephone
(ID Number REQUIRED)

number for purposes of notice under this contract are 28025 Samuel Linden Ct.
(Vendor Address)

Novi, MI. 48377

(Include City, State, ZIP)

(248) 449-4223

(Vendor Phone Number)

hereby enter into this contract for snow removal, sanding and salting, subject to the following terms and conditions:

SECTION I. **Term** - This contract shall begin on October 1, 2008 and terminate on and including May 15, 2009 subject to premature termination provisions hereinafter set forth in Sections IV and VII of this Contract.

SECTION II. **Location** – Services are to be performed at: 25075 Meadowbrook Road
(Development Address)

Novi, MI. 48375

(Include City, State, ZIP)

SECTION III. Scope of Services to be Performed

A. **Snow Removal:** Vendor shall promptly service the Property when snowfall reaches an accumulation of one and one half inches (1-1/2") and shall salt the property whenever conditions exist that would cause freezing of ice and or snow on the property, or as otherwise requested by OWNER.

- B. Vendor understands and agrees to perform all work in a good and 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.
- C. It is understood and agreed between the parties that time is of the essence with respect to all terms of this contract, and in particular with respect to the performance of work called for herein. Vendor agrees to commence work immediately when the conditions described herein exist and/or immediately after the Owner notifies Vendor of the need for services in accordance with this contract. Vendor acknowledges that its failure to perform its duties as and when described herein may cause serious or grave injury to the Owner/Property by virtue of injury or damage to the property and its residents and other individuals.
- D. Snow Removal from Parking Lots to be performed as follows:
- i. When snow accumulation reaches 1-1/2 inches.
 - ii. Inaccessible parking areas should be cleaned later in the same day.
 - iii. Snow should not be pushed against light poles, trees, carports, or moved to a location on the property or adjoining property which would be known or anticipated that snow would melt and freeze into ice on the abutting sidewalk, steps, walkway or other area posing a dangerous and hazardous condition to individuals who traverse that area.
 - iv. Snow must not block or cover drains, fire hydrants, emergency exits or drives, sidewalks or carports.
 - v. Handicap parking areas must be cleared in a manner to allow ingress and egress and in particular snow shall not be plowed into any handicap parking area.
 - vi. Snow must not be pushed onto sidewalks or handicap ramps.
 - vii. A site plan of the property is attached as a part of this agreement as Exhibit 1, reflecting the area least likely to disrupt the residents, flow of traffic, and day-to-day operation of the community. The map will also indicate the location of fire hydrants, speed bumps, bollard lights and other low protrusions, which should be avoided.
- E. Salting to be performed as follows:
1. After Each Plow
 2. Snow accumulations less than 1-1/2"
 3. When conditions deem necessary; IE – ice, freezing rain etc.

4.

- F. Snow removal and salting of Walkways/Sidewalks to be performed as follows:
1. Accumulations in excess of 3" may require vendor's assistance in the clearing of sidewalks. This is at the Owner's request only. Please include hourly rate for this item.
- G. Vendor agrees to supervise, inspect and direct all work performed at the Property and to be responsible for the work and Vendor's employees and to take reasonable precautions to protect the property and adjoining or abutting properties, and the safety of individuals who traverse those areas.
- H. All work is to be performed in a time and manner so as to least likely disrupt the Residents of the Community but promptly when the weather conditions necessitate immediate action.
- I. Vendor shall be responsible to the Owner, Property and Residents or other individuals or property for the acts and/or omissions of all the Vendor's employees, subcontractors, agents or others performing work on behalf of said Vendor. Vendor shall be responsible for all property damages caused by the performance of work called herein and shall promptly repair all damages to the condition that existed prior to the damage or reimburse the injured party for the cost of making such repairs.
- J. Vendor agrees that this Contract shall not be assigned without first seeking and obtaining the expressed written consent of the Owner.
- K. The Owner or its authorized agent may, as conditions require, order changes in the work, consisting of additions, deletions or other revisions and the contract price and contract time adjusted accordingly. The Owner or its authorized agent in writing must authorize any revisions.
- L. Vendor shall have no claim against the Owner or Managing Agent for damage to their equipment or injury to the Vendor, its agents, employees or other individuals under its control.
- M. Vendor shall have no claim against the Managing Agent for payment of services, it being expressly understood that the Owner is solely liable for the payment of services rendered under this contract.

N. Vendor will treat Owner's property as a priority during a snowstorm and timely perform its duties.

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

- A. Insurance for all vehicles used by the Vendor in order to perform this Contract.
- B. A policy of General Liability Insurance and Comprehensive Liability covering loss resulting from the Vendor's direct and indirect activities, whether performed by Vendor or its subcontractors, agents, or employees and covering injuries to persons or property who/which may be injured or damaged as a result of performance of this contract. The minimum bodily injury coverage (including death) shall not be less than Five hundred thousand dollars (\$500,000) for each occurrence. The property damage coverage required shall not be less than One hundred thousand dollars (\$100,000) for each occurrence and shall protect the work and any improvements on the property, including automobiles, and also covers any abutting or adjacent property to the area where the work is being performed. If said bodily injury and property damage coverage are combined, the total amount of coverage is to be no less than Five hundred thousand dollars (\$500,000) per occurrence.
- C. If Vendor employs any staff whatsoever, Vendor shall provide a policy of Workmen's Compensation and employer liability insurance for the protection of Vendor's employees or agents.
- D. Vendor agrees to provide proof of insurance requirements by providing a Certificate of Insurance naming the Meadowbrook Commons Apartments
(Name of Development)
(OWNER), AND the MANAGING AGENT as certificate holders and an additional named insured, and shall provide that the policy cannot be cancelled, allowed to expire or coverage limits reduced without providing 30 days prior written notice to the Owner and Managing Agent.

Proof of Insurance is to be sent to Managing Agent : KMG Prestige, 102 S. Main, Mt. Pleasant, MI. 48858. In addition Proof of Insurance should be sent to Meadowbrook Commons Apartments.

E. Vendor agrees to provide proof of Insurance requirements within two (2) business days of the date of signing this contract. In the event Vendor fails to provide the requested proof of insurance, Owner may at its sole election declare the Vendor in Default and decree this Contract as being null and void. If after any work has been performed by the Vendor, Owner learns that the policy was not obtained, or cancelled, Vendor will forfeit its rights to payment for any services it performed while in default of this Insurance provision.

SECTION V. Indemnification

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

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

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

a.	At least two (1-1/2) and 4 inches of snow – price per plow	\$ 349.00
b.	Between (4) and (7) inches of snow – price per plow	<u>474.00</u>
c.	More than (7) inches of snow – price per plow	<u>599.00</u>
d.	Hand work (sidewalks, curbs, drains etc.) – price per hour	<u>35.00</u>
e.	Calcium Chloride (per bag)	<u>27.00</u>
f.	Price per ton of salt	<u>165.00</u>
g.	Front end loader hourly rate:	<u>150.00</u>
h.	Dump truck hourly rate:	<u>125.00</u>

PLEASE INCLUDE AS A SEASONAL PRICE, SALTING OF DRIVES.
\$ 10,050.00

PLEASE INCLUDE A SEASONAL RATE FOR PLOWING : \$ 4,950.00

Invoices must be sent to the Owner for payment at the following address:

Name of Development Meadowbrook Commons

Address 25075 Meadowbrook Road

City, State, ZIP Novi, MI. 48375

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

Dated

Vendor Legal Name

BY: _____

Signature - Officer

ITS: _____

Title

Apartment Community Owner (Legal Name)

BY: _____
ITS: **Regional Property Manager**

Dated: _____



CITY OF NOVI, MICHIGAN
PURCHASING DEPARTMENT
45175 W. TEN MILE RD.
NOVI, MI 48375
(248) 347-0446

**SNOW REMOVAL SERVICES CONTRACT
AT MEADOWBROOK COMMONS
SIGNATURE FORM**

Bid submitted by: Great Oaks Maintenance

Name (printed) DAVID DOANE Title: Director

Company (Legal Registration) Great Oaks Maintenance

Address 28025 Samuel Linden Ct.

City Novi State MI Zip 48377

Telephone 248-449-4223 Fax 248-449-4925

E-mail D.Doane@greatoakslandscape.com

Signature [Handwritten Signature] Date 9-17-08

For information on responding to this ITB/RFP, contact Sue Morianti, Purchasing Manager, at smorianti@cityofnovi.org

Submittal of Bids: Bids must be delivered prior to the due date and time specified to the City of Novi, Office of the City Clerk, 45175 W. Ten Mile Rd., Novi, Michigan 48375. Bids must be submitted by person or mail. Faxed quotations will not be accepted.

THE BID ENVELOPE MUST BE IDENTIFIED WITH THE FULL BID NAME AND DUE DATE.

THIS PAGE MUST BE INCLUDED WITH YOUR PROPOSAL/BID. FAILURE TO SUBMIT PRICING ON THE PROPOSAL FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

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.govbids.com, and obtain an official copy.



CITY OF NOVI
SNOW REMOVAL SERVICES CONTRACT AT
MEADOWBROOK COMMONS

PROPOSAL FORM

Bidders should familiarize themselves with the sites of work and the local conditions affecting the cost of work. Bidders are required to perform and provide and furnish all of the labor, materials, necessary tools, and equipment including utility and transportation services necessary to perform and complete the work outlined at the unit prices indicated below.

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

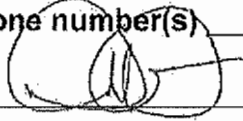
UNIT PRICING

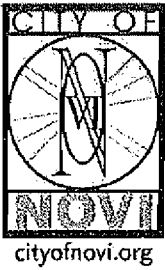
- | | |
|--|------------------|
| A. At least 1-1/2 – 4 inches of snow – price per plow | \$ <u>349.00</u> |
| B. Between 4 and 7 inches of snow – price per plow | \$ <u>474.00</u> |
| C. More than 7 inches of snow – price per plow | \$ <u>599.00</u> |
| D. Hand work (sidewalks, curbs, drains, etc.) – price per hour | \$ <u>35.00</u> |
| E. Calcium Chloride (per <u>80</u> # bag) | \$ <u>27.00</u> |
| F. Salt – price per ton | \$ <u>165.00</u> |
| G. Front end loader – hourly rate | \$ <u>150.00</u> |
| H. Dump Truck – hourly rate | \$ <u>125.00</u> |

ALTERNATE #1 – SEASONAL RATE

- | | |
|---|---------------------|
| A. Seasonal rate for plowing as specified | \$ <u>4950.00</u> |
| B. Seasonal rate for salting as specified | \$ <u>10,050.00</u> |

Emergency response phone number(s) 248-939-0544

Agent's Signature  Date 9-17-09



CITY OF NOVI
SNOW REMOVAL SERVICES AT
MEADOWBROOK COMMONS

QUALIFICATIONS QUESTIONNAIRE

The Vendor shall complete a Qualification Questionnaire to contain at a minimum the following information. The name, title and signature of the individual completing this questionnaire should be included.

1. Name of Firm *Great Oaks Maintenance*
2. Representative/Title *David Doane / Director*
3. Office Address *28025 Samuel Linden Ct.
Novi, MI 48377*
4. Telephone/Fax *248-449-4223 / 248-449-4925*
5. 24-hour/7-day Emergency Telephone Number *248-939-0544*
6. Email address *D.DOANE@GREATOAKSLANDSCAPE.COM*
7. Website
8. Organizational structure: Corporation, Partnership, etc. *LLC*
9. How long have you been in business? *APPROX. 30 YEARS*
10. How many full time employees? 150 part time? 75
11. Are you able to provide insurance coverage as required by this Bid/Request for Proposal? *YES*
12. How many clients does your company currently serve with the type of services described? *Many*
13. List any professional licenses/certifications that you have obtained that would be applicable to this contract? *N/A*
14. List tools, equipment and all other resources available. *Plow Trucks
Dump Truck w/SAITER*
15. Scope of services – list work you are able to perform *ALL*
16. References: Provide at least five (5) client references. Three of the references should be from municipalities.

17. Provide a list of all 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.
18. Provide your procedure for handling after hours and emergency calls. Failure to submit this with your proposal will result in rejection of your proposal.
19. Provide information relative to the experience and financial capability of your company to carry out the terms of this contract.
20. Provide any additional information you would like to include which may not be included within this Questionnaire.



Client Reference List

Client: Kelly Services
Contact: David Walz
Address: 999 West Big Beaver
Troy, MI. 48084
Phone #: (248) 244-4300

Projects: Lindsey Center
295 Kirts Building

Client: Northern Equities
Contact: Brian Hughes
Address: 39000 Country Club Drive
Farmington Hills, MI. 48331
Phone# (248)-848-6400

Project: Haggerty Corporate Center
(10 Office Buildings)

Client: Property Services Group
Contact: Jim Theunick
Address: 1495 Maple Way, Suite 100
Troy, MI. 48084
Phone #: (248) 637-9800 (ext. 24/12)

Projects: Robbins Executive Park
Bloomfield Chase
Hickory Glen
Village of Midtown

Client: Pacific Managment
Contact: James West
Address: 7115 Orchard Lake Rd.
West Bloomfield, MI.
Phone #: (248)865-3000

Projects: Multiple Retail Sites

Client: Beck Development
Contact: Earl LeFave
Address: 10795-B Silverlake Road
South Lyon, MI. 48178
Phone #: (248) 486-8110

Projects: Hidden Lakes
Beck Development HQ.



Project Manager: Pat Mooney

Employment History:

April 2004 – Current

Great Oaks Maintenance

Project Manager: Dispatched, trained and supervised multiple crews. Maintained quality standards.

April 2001 – April 2004

Torre & Bruglio Inc.

Project Manager: Dispatched, trained and supervised multiple crews. Maintained quality standards.

Feb. 1991 – April 2001

Estate Landscape Management

Owner and Operator of landscape company.

Certified Applicator Since: 1987

Account Manager: Kenneth Parkinson

Employment History:

November 2004 – Current

Great Oaks Maintenance

Account Executive: Manage accounts, deals with client issues and questions, put together estimates and proposals.

April 1996 – November 2004

Torre & Bruglio Inc.

Account Manager: Managed client issues, trained Project Managers, put together estimates and proposals.

Spray Technician: Kevin Ashlin

Employment History:

April 2004 – Current

Great Oaks Maintenance

Spray Tech: Performed IPM on multiple sites to maintain health of trees and shrubs and turf. Monitored sites for pests and treated as necessary.

April 1999- March 2004

Torre & Bruglio Inc.

Spray Tech: Performed IPM on multiple sites to maintain health of trees and shrubs and turf. Monitored sites for pests and treated as necessary

Certified Applicator Since: 1996



Landscape Architect: Rick Tuttle

Employment History:

April 1997 – Current

Great Oaks Landscape

Director of Landscape Design: Design and estimate costs for landscape construction projects. Work with project managers to have landscapes installed.

April 1990 – April 1997

Torre & Bruglio Inc.

Director of Landscape Design: Design and estimate costs for landscape construction projects. Work with project managers to have landscapes installed.

Bachelors of Landscape Architecture Michigan State University 1985

Michigan Certified Landscape Architect Since: 1989

Director of Maintenance: Dave Doane (Certified Arborist)

Employment History:

January 2004 – Current

Great Oaks Maintenance

Director of Maintenance: Supervise and oversee all aspects of maintenance operations. Create estimates for clients and potential clients. Resolve any client concerns.

April 1997 – December 2003 Torre & Bruglio Inc.

Account Manager:

Created estimates and proposals for current and potential clients. Serviced client requests and remedied concerns. Monitored quality of client's properties.