

CITY of NOVI CITY COUNCIL

**Agenda Item H
December 6, 2010**

SUBJECT: Approval to award a unit price contract for backup snow removal support services on an as-needed basis for major and local roads to Rotondo Construction Corporation, the lowest bidder, for a one-year term with two one-year extensions.

SUBMITTING DEPARTMENT: Department of Public Services – Field Operations Division

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	To be determined based on need
AMOUNT BUDGETED	\$272,000 and \$245,000, respectively
LINE ITEM NUMBER	202-202.00-868 & 203-203.00-868 Winter Maintenance Accounts – Road Funds

BACKGROUND INFORMATION: The City of Novi's Department of Public Services recently solicited unit price bids for snow removal support services on an as-needed basis for the upcoming winter, in the event of long duration/repeated snowfalls or unforeseen equipment or labor shortages that require the use of a supplemental snow removal contractor. The City last used the services of a backup snow removal vendor in the mid-1990s to address a shortage of workers and equipment at that time. Contracts are already currently used for the City's Meadowbrook Commons and the Novi Public Library. It will be the City's discretion when and where to use such services. Specifications are found on pages 7-8 of the Invitation to Bid, including response time required within two hours of a request.

The scope of this service consists of street plowing/clearing only, as all road de-icing and anti-icing work with rock salt and brine will continue to be performed by DPS staff. The Invitation to Bid (attached) stipulates that unit prices (hourly rates) will be paid for as-needed support services rendered between November 1 and April 30, and that the contract period will be for one year. Upon mutual consent of the City of Novi and the successful contractor, the contract may be renewed two times in one-year increments at the same terms and conditions of the original contract.

Three bids were received and opened on November 23, 2010 following a public bid solicitation period. The lowest bidder is Rotondo Construction Corporation of Farmington Hills. Rotondo provided bid prices on items 1-4 (Three cubic yard Dump Truck with Plow and Operator, Five cubic yard Dump Truck with Plow and Operator, Ten cubic yard Dump Truck with Plow and Operator, and other snow fighting equipment). Based on unit pricing Rotondo is recommended as being in the best interest of the City for being responsive (i.e., Rotondo has complied with all requirements of the bidding instructions), and for submitting what is the lowest bid. A table summarizing the three bids is attached.

Rotondo Construction Corporation has satisfactorily completed similar services for the City of Southfield. As-needed services will be available upon execution of a contract through April 30 of the following calendar year.

RECOMMENDED ACTION: Approval to award a unit price contract for backup snow removal support services on an as-needed basis for major and local roads to Rotondo Construction Corporation, the lowest bidder, for a one-year term with two one-year extensions.

	1	2	Y	N		1	2	Y	N
Mayor Landry					Council Member Margolis				
Mayor Pro Tem Gatt					Council Member Mutch				
Council Member Fischer					Council Member Staudt				

CITY OF NOVI
AS NEEDED SNOW REMOVAL SUPPORT SERVICES FOR CITY STREETS
Tuesday, November 23, 2010 11:00 a.m.

Company	3 cu yd dump truck w/plow & operator		5 cu yd dump truck w/plow & operator		10 cu yd dump truck w/plow & operator		Other snow fighting equipment
	# of units	Hourly rate	# of units	Hourly rate	# of units	Hourly rate	
Rotondo Construction	1	\$ 94.00	2	\$ 115.00	2	\$ 124.00	(2) 10 yd dumps w/under body scrapers \$124/hr each; (6) 3/4 ton pickups w/8' plow \$90/hr each; (4) 1 yd bucket loaders \$140/hr each; (1) 3 yd bucket loader \$165/hr; (3) skid steers \$110/hr each; (1) 3 ton salt spreaders, not including salt \$110/hr; (1) 10 ton salt spreader, not including salt \$150/hr.
GB Utilities	N/A	N/A	1	\$ 125.00	2	\$ 135.00	(6) Front end loader 3-1/2 yd with operator \$75/hr; (4) 40 yd truck gravel train w/ operator \$100/hr; (1) pickup truck w/ plow & operator \$85/hr
ABC Paving	10*	\$ 125.00	N/A	N/A	4	\$ 200.00	8 hour minimum to apply: 3-4 yd loader w/operator \$195/hr; 30 CY semi dump truck w/ operator \$140/hr; 50 CY gravel train dump truck w/operator \$175/hr; lowboy truck & trailer w/operator \$150.00.

* 3 cy dumps are 4x4 plow trucks

CONTRACT

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, 45175 W. Ten Mile, Novi, Michigan 48375 "City", and Rotondo Construction Corporation., whose address is 20771 Randall St., Farmington Hills, MI 48336, "Contractor."

Work. For and in consideration of payment by the City as provided under the Payment Section in "Exhibit A", Contractor shall perform the work described on and in the Work Specifications listed in "Exhibit A", which is a part of this Contract, in a competent, efficient, timely, good and workmanlike manner and in compliance with the following terms and conditions.

Permits. The work to be performed includes applying and paying for, and obtaining issuance of all required permits (if necessary) and satisfying all requirements or conditions for such permits.

Bonds and Insurance. This Contract is conditioned on Contractor securing and maintaining the liability insurance specified in the "Exhibit A", which are a part of this Contract, which shall be confirmed by Certificate(s) of Insurance, with said coverage's to be maintained for the life of this Contract and the City entitled to thirty (30) days written notice of any cancellations or changes. Contractor shall also supply payment and performance bonds in a form acceptable to the City.

Time of Work. All Insurance requirements shall be satisfied within 14 days, and work shall be completed within specified date in "Exhibit A". These time limits are of the essence of this Contract and failure to meet them shall permit City to terminate this Contract whether or not work has been commenced.

Payment. The City agrees to pay the Contractor a unit price for services rendered, as specified in "Exhibit A", accompanied by a sworn statement and full unconditional waivers of lien, confirming that all subcontractors and any material suppliers have been paid in full.

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

Liability. Contractor shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. Consistent with this liability, the Contractor agrees to defend, pay on behalf of, and hold harmless the City, its agents, and others working on its behalf 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 City by reason of personal injury and/or property damages which arises out of or is in any way connected or associated with this Contract.

Inspections, Notices and Remedies Regarding Work. During the performance of the work by Contractor, City shall have the right to inspect the work and its progress to assure that it complies with this Contract. If such inspections reveal a defect in the work performed or other default in this Contract, City shall provide Contractor with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Contractor shall correct the specified defects or defaults within the time specified. Upon a failure to do so, the City may terminate this Contract by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so a valid claim and charge against Contractor, or, preserve the claims of defects or defaults without termination by written notice to Contractor.

Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because City 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.

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

Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the City.

Successors and Assigns. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

Notices. Written notices under this Contract shall be given to the parties at their addresses on page one by personal or registered mail delivery to the attention of the following persons:

City: Sue Morianti, Purchasing Manager, with a copy to Thomas R. Schultz, Secrest, Wardle, Lynch, Hampton, Truex and Morley, 30903 Northwestern Highway, Farmington Hills, MI 48333.

Contractor: Joe Rotondo, 20771 Randall St., Farmington Hills, MI 48336.

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.

WITNESS AND DATES
OF SIGNATURES:

Date: _____

Date: _____

Date: _____

CITY OF NOVI

By: David B. Landry
Its: Mayor

By: Maryanne Cornelius
Its: Clerk

CONTRACTOR

By: Joe Rotondo
Its: Owner



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

AS NEEDED SNOW REMOVAL SUPPORT SERVICES FOR CITY STREETS

The City of Novi will receive sealed bids for **AS NEEDED SNOW REMOVAL SUPPORT SERVICES FOR CITY STREETS** according to the specifications of the City of Novi.

Sealed bids will be received until **11:00 A.M.** prevailing Eastern Time, **Tuesday, November 23, 2010** 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 W. Ten Mile Rd.
Novi, MI 48375-3024**

All bids must be signed by a legally authorized agent of the bidding firm.
ENVELOPES MUST BE PLAINLY MARKED

"AS NEEDED SNOW REMOVAL SUPPORT SERVICES FOR CITY STREETS"

AND MUST BEAR THE NAME OF THE BIDDER.

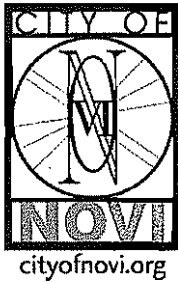
The City reserves the right to accept any or all alternative bids and award a contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; to subdivide the award, and in general to make the award of the contract in any manner deemed by the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

Sue Morianti
Purchasing Manager

Notice Dated: November 10, 2010

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

AS NEEDED SNOW REMOVAL SUPPORT SERVICES FOR CITY STREETS

INSTRUCTIONS TO BIDDERS

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

IMPORTANT DATES

Bid Issue Date	November 10, 2010
Last Date for Questions	Tuesday, November 16, 2010 by 12 Noon Please submit all questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	Tuesday, November 23, 2010 by 11:00 A.M. Deliver to: City of Novi City Clerk's Office 45175 W. Ten Mile Rd. Novi, MI 483785

BID SUBMITTALS

An **UNBOUND COMPLETED ORIGINAL and three (3) copies** of each bid must be submitted. 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/ADDENDUM

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 from the MITN website. Receipt of all addenda must be acknowledged on bid form.

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.

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.

SUBMISSION OF BID

Bids must be submitted in a sealed envelope. Outside of mailing envelope must be labeled with name of contractor and name of bid. Failure to do so may result in a premature opening or failure to open such proposal.

To be considered, sealed bids must arrive at the specified location, on or before the specified time and date. There will be no exceptions to this requirement. 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.

Bids must be clearly prepared and legible and 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. ANY CHANGES MADE ON BID FORMS MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.

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.

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

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

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 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.

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.

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.

FREIGHT CHARGES

All bid pricing is to be quoted as F.O. B. destination.

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 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. Such approval shall not constitute a basis for privity between the City and any subcontractor. 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 proposal, the offerer 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 offerer or with any other Competitor; and

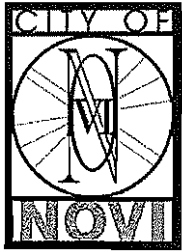
(b) No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

(c) He is the person in the offerer'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 offerer'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.



cityofnovi.org

CITY OF NOVI

AS NEEDED SNOW REMOVAL SUPPORT SERVICES FOR CITY STREETS

SPECIFICATIONS

1. SCOPE

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

2. TYPE OF CONTRACT

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

3. EQUIPMENT

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

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

4. PERSONNEL

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

5. MINIMUM TIME PAID PER EVENT

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

6. INSURANCE

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

7. RESPONSIBILITY FOR DAMAGE

The contractor shall assume responsibility for all property damage caused by its operators and machinery.

8. PRICING

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

9. RESPONSE TIME

The contractor shall respond with equipment to initiate snow clearing to the City of Novi, Field Services Complex (26300 Delwal, Novi MI 48375), within two hours of being contacted by DPS administrative staff.

10. COMPENSATION

Contractor shall be compensated for actual services based on the rates set forth in the bid. The Contractor will not be entitled to payment of compensation for any services not performed, or for correcting defective work as requested by the City.



**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.
3. 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 West 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.
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
Indemnity/Hold Harmless

1. The Contractor agrees to save harmless and defend the City against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the City may suffer as a result of claims, demands, costs, or judgments against it arising from, out of or in consequence of the performance of this Agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, its officers, agents or employees.
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 race, color, sex, age, or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. 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.



**CITY OF NOVI
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:

AS NEEDED SNOW REMOVAL SUPPORT SERVICES FOR CITY STREETS

A. PRICING

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

ITEM NO.	ITEM	NO. OF UNITS AVAILABLE	HOURLY RATE
1.	Three cubic yard Dump Truck with Plow and Operator	1	94.00
2.	Five cubic yard Dump Truck with Plow and Operator	2	115.00
3.	Ten cubic yard Dump Truck with Plow and Operator	2	124.00
4.	Other snow fighting equipment - (attach list and prices)	see attached list	

Guaranteed Response Time 2 HRS

We acknowledge receipt of the following Addenda: No Addenda
(please indicate numbers)

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

Comments: _____

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

Company City Of Southfield
Address 26000 Evergreen Road, Southfield MI 48076
Phone 248-821-1216 Contact name Pat McKeown

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

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

This bid submitted by:

Company (Legal Registration) Rotondo Construction Corp.

Address 20771 Randall St

City Farmington Hills State MI zip 48336

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

Representative's Name (please print) Joe Rotondo

Representative's Title Owner

Representative's Signature *Joe Rotondo*

E-mail rotondo.companies@aol.com

Date 11-23-2010

ROTONDO CONSTRUCTION CORP.
OTHER SNOW FIGHTING EQUIPMENT
CITY OF NOVI

(2) 10 yard dumps with under body scrapers	124.00 per hour, each
(6) ¾ ton pickups with 8' plow	90.00 per hour, each
(4) 1 yard bucket loaders	140.00 per hour, each
(1) 3 yard bucket loader	165.00 per hour
(3) skid steers	110.00 per hour, each
(1) 3 ton salt spreaders, not including salt	110.00 per hour
(1) 10 ton salt spreaders, not including salt	150.00 per hour