



# CITY of NOVI CITY COUNCIL

**Agenda Item H**  
**August 27, 2018**

**SUBJECT:** Approval to award a unit price contract to United Resource, LLC, the low bidder, for the FY 2018-19 Snow Removal – Major Pathway's program in an estimated amount of \$55,000. The contract term is one year with two one-year extensions.

**SUBMITTING DEPARTMENT:** Department of Public Works, Field Operations Division

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>\$55,000 (Estimated)</b>
<b>AMOUNT BUDGETED</b>	<b>\$55,000</b>
<b>APPROPRIATION REQUIRED</b>	<b>N/A</b>
<b>LINE ITEM NUMBER</b>	<b>204-204.07-868.100</b>

## **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. 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 from approximately 35.5 miles of sidewalks and pathways throughout the city whenever a two-inch or greater snow accumulation exists, which is aligned with the Code of Ordinances.

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. The contract period will be for one year; and upon mutual consent of the City of Novi and the contractor, the contract may be renewed two times in one-year increments at the same terms and conditions of the original contract.

One bid was received and opened on August 9, 2018 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" and advertised to 277 companies. Twelve firms downloaded the specifications. United Resource was the only firm to submit a bid, complying with all requirements of the bidding instructions. A table summarizing unit pricing for services is attached.

**RECOMMENDED ACTION:** Approval to award a unit price contract to United Resource, LLC, the low bidder, for the FY 2018-19 Snow Removal – Major Pathway's program in an estimated amount of \$55,000. The contract term is one year with two one-year extensions.

CITY OF NOVI  
 Snow Removal - Major Pathways Bid Tabulation  
 August 9, 2018 11:00 a.m.

Company	Quantity	United Resource (unit price)	United Resource (Total per push)
Snow Removal - Sidewalks	50,070	\$ 0.0290	\$ 1,452.03
Snow Removal - Pathways	85,090	\$ 0.0290	\$ 2,467.61
Snow Removal-Extreme Drifting Areas	2,280	\$ 0.3500	\$ 798.00
<b>TOTAL (per Push)</b>			<b>\$ 4,717.64</b>
Acknowledged Addenda			N/A
Exceptions			None
Comments			
Equipment List Included			Yes
Questionnaire Included			Yes

Unit prices prevail.



# 2017-2018 Contractor Sidewalk and Pathway Snow Clearing Map

City of Novi, Michigan

- LEGEND**
- School Crosswalk
  - Walkway Snow Clearing Cleared by Contractor
    - Pathway
    - Sidewalk
  - Publicly Owned Properties
    - City of Novi
    - Oakland County
    - State of Michigan
    - United States Postal Service
    - School Exempt Properties
    - City of Detroit
  - Roads
    - Minor Road
    - Major Road
    - Expressway
  - Railroad
  - Municipal Boundaries
    - City of Novi
    - Novi Township



**City of Novi**

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

Map Author: Keri Blough  
Print Date: November 16, 2017  
Project: Snow Removal on Sidewalks/Pathways  
Version: 5.0

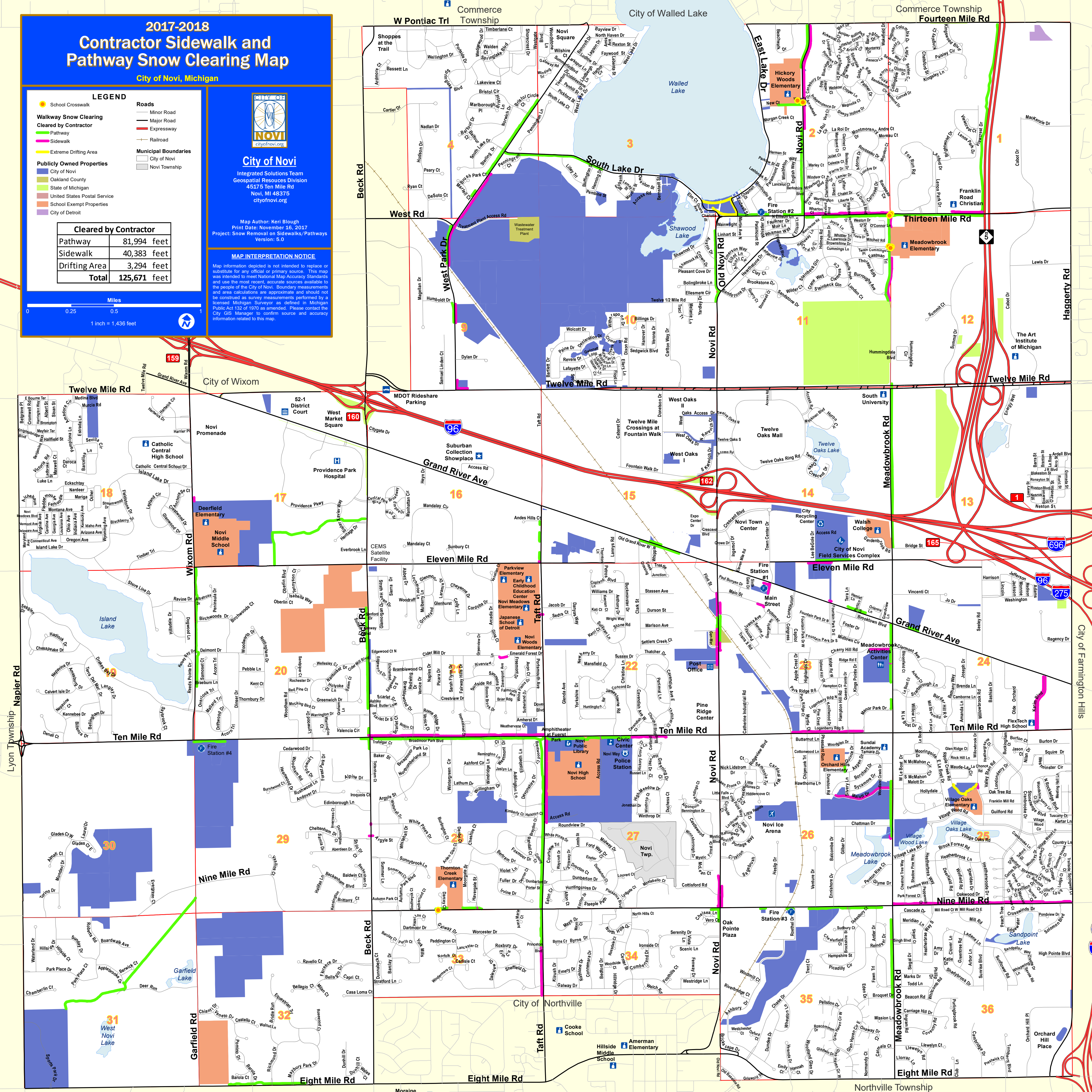
**MAP INTERPRETATION NOTICE**

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

Cleared by Contractor	
Pathway	81,994 feet
Sidewalk	40,383 feet
Drifting Area	3,294 feet
<b>Total</b>	<b>125,671 feet</b>

Miles

1 inch = 1,436 feet







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

**SNOW REMOVAL - MAJOR PATHWAYS**

The City of Novi will receive sealed bids for **SNOW REMOVAL - MAJOR PATHWAYS** according to the specifications of the City of Novi.

Sealed bids will be received until **11:00 A.M.**, prevailing Eastern Time, **Thursday, August 9, 2018** at which time bids will be opened and read. Bids shall be addressed as follows and delivered in person or by mail to:

**CITY OF NOVI  
FINANCE DEPARTMENT**  
45175 Ten Mile Rd.  
Novi, MI 48375-3024

**OUTSIDE OF MAILING ENVELOPES MUST BE PLAINLY MARKED "SNOW REMOVAL – MAJOR PATHWAYS BID" AND MUST BEAR THE NAME OF THE BIDDER.**

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

Sue Morianti  
Purchasing Manager

Notice Dated: July 26, 2018

**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](http://www.mitn.info) and obtain an official copy.



**CITY OF NOVI**  
**SNOW REMOVAL – MAJOR PATHWAYS**  
**INSTRUCTIONS TO BIDDERS**

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

**IMPORTANT DATES**

<b>Bid Issue Date</b>	July 26, 2018
<b>Last Date for Questions</b>	Friday, August 3, 2018 by 12:00 P.M. Please submit all questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
<b>Response Due Date</b>	<b>Thursday, August 9, 2018 by 11:00 A.M.</b>

**BID SUBMITTALS**

Provide **one (1) unbound original copy of your bid**. Bid may be clipped, but should not be stapled or bound. 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](http://www.mitn.info). Any addendum issued by the City shall become part of the ITB and subsequent contract and shall be taken into account by each bidder in preparing its bid. Only written addenda is binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

**SUBMISSION OF BID**

Bids must be submitted in a sealed envelope. 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 City Clerk's Office, on or before the specified time and date. There will be no exceptions to this requirement. Bid is considered received when in the possession of the City Clerk. Contractors mailing bids should allow ample time

to ensure the timely delivery of their bid. Bids received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected bids. The City reserves the right to postpone a bid opening for its own convenience.

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.

Any samples, CDs, DVDs or any other items submitted with your bid will not be returned to the contractor.

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City 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 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.

### **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](http://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.

**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.

## 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**

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### **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 15 to 25 pathway/sidewalk snow clearing events annually. This contract is for one (1) year (for the winter of 2018/19), with two (2) 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 from the 2017/2018 season are included with this ITB which identify routes to be cleared, shown as Contractor-cleared pathways and Contractor-cleared sidewalks. We will be adding some snow clearing locations for the winter season 2018/2019. The Bid Form shows the updated quantities.

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 may use subcontractors upon the City's approval.
- B) 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.
- C) 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. All operators must be legally licensed drivers. **Failure to complete pathway clearing within 16-hour time frame may result in termination.**
- D) **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 of these 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.**
- xi) Contractor will report the areas that have been cleared to the City's Field Operations Senior 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 Senior Manager, or their designee, prior to billing. After the route inspection is concluded, the Field Operations Senior 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. 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 removal all such stakes by April 15.**
- xviii) School routes and crosswalks shall be a priority and cleared first.

## 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. Trucks with plows may be used on wider pathways. Boardwalks may 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 performing work with in 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 Senior Manager if he/she believes extenuating circumstances prevents work completion.

**D) Invoicing**

- i) Contractor shall mail the invoice to: City of Novi, Attention: Finance Department, 45175 Ten Mile Rd., Novi, MI 48375, OR email invoice to: [invoices@cityofnovi.org](mailto:invoices@cityofnovi.org) after each snow clearing event completed. Payment shall only be approved after the Field Operations Senior 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 particular section. At no time will the contractor drive more than a one (1) mile distance on a restricted road. A map is included as part of this ITB.

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 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. 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.



## 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 United Resource, LLC, whose address is 32900 Capitol Street, Livonia, MI 48150, (hereinafter referred to as "Contractor").

### THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

#### **Article I.** Statement and Performance of Work.

For payment by the Client as provided under this Contract, Contractor shall provide the materials and perform the services described on and in Schedule A (the "Work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

#### **Article II.** Timing of Performance.

Performance of this Contract shall commence on the date of the last signature and end on June 30, 2019. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) 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.

**Article IV: Termination.**

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

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

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

**Article V: Independent Contractor/Vendor Relationship.**

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

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

- B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

**Article VI:            Liability and Insurance.**

- A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.
- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A.

**Article VII:            Information.**

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.



**Article VIII:        General Provisions.**

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
  
- B. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
  
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
  
- D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
  
- E. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.
  
- F. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:  
  
          Client: City Manager Peter E. Auger and City Clerk Cortney Hanson  
          Contractor: David Guth, President
  
- 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.

WITNESS AND DATES  
OF SIGNATURES:

CITY OF NOVI

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

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

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

\_\_\_\_\_  
By: Cortney Hanson  
Its: Clerk

UNITED RESOURCE, LLC

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

\_\_\_\_\_  
By: David Guth  
Its: President



**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
Snow Removal – Sidewalks (minimum 48 inches wide cleared)	50,070 LFT	\$ .029	\$ 1,452.03
Snow Removal – Pathways (minimum 72 inches wide cleared)	85,090 LFT	\$ .029	\$ 2,467.61
Snow Removal Extreme Drifting Areas	2,280 LFT	\$ .35	\$ 798.00
<b>TOTAL (PER PUSH)</b>			\$ 4,717.64

**24-hour/7-day Telephone Number:** 313-449-9497

**Email for notifications:** david@unitedresourcellc.com

**We have attached our equipment list:** Yes  No

**We acknowledge receipt of the following Addendum:** \_\_\_\_\_

**Exceptions to specifications** (all exceptions must be indicated here or attached):  
 \_\_\_\_\_  
 None

**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) United Resource, LLC

Address 32900 Capitol Street

City Livonia State MI Zip 48150

Telephone 734-338-7730 Fax 734-338-7735

Representative's Name (please print) David Guth

Representative's Title President

Representative's Signature 

E-mail david@unitedresourcecellc.com

Date August 9, 2018



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: United Resource, LLC  
Address: 32900 Capitol Street  
City, State, Zip: Livonia, MI 48150  
Telephone: 734-338-7730 Fax: 734-338-7735  
Mobile: 313-449-9497  
Agent's Name (please print): David Guth  
Agent's Title: President  
Email Address: david@unitedresourcellc.com  
Website: www.unitedresourcellc.com

- 1. Organizational structure: Corporation, Partnership, etc. LLC
- 2. Firm established: 2009 Years in business: 10
- 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?  
None
- 5. How many full-time employees? 30 Part-time? 0
- 6. Are you able to provide insurance coverage as required by this bid? Yes
- 7. 24/7 Telephone Number 313-449-9497
- 8. Provide your procedure for handling night and weekend calls.  
We will have one employee designated to be on call for all night and weekend calls.  
We will provide the city with a name and phone number.
- 9. List the scope of services (type of work) you are able to perform.  
Snow removal from sidewalks, pathways and extreme drift areas.



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

Proud member of Snow and Ice Management Association  
Licenced snow plower and remover

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.

Corey Lawson-Supervisor-10 yrs., full time, Mike Condon-laborer-4 yrs., full time  
Joe Gilliam-Supervisor-10 yrs., full time Troy Dunaway-laborer-4 yrs., full time  
Jerado Cardenas-laborer-8 yrs., full time , Andrew Meixner-laborer-3 yrs., full time  
Nic Laurentius-laborer-8 yrs., full time , Jesus Ochoa-laborer-5 yrs., full time  
Justin Drouillard-laborer-8 yrs., full time, Trevor Stoltz-laborer-2 yrs., full time

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

See attached sheet for details

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.

City of Wayne,MI., Mr. Dan Hamann - Multi-year snow removal, one year left on contract.  
City of Redford Township Library, Harvey DeWitt, Multi-year snow removal, one year left on contract.

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.

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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 CITY of Novi  
Address 45175 Ten Mile Rd.  
Phone 248-735-5612 Contact name Jeff VanCurler

Company City of Wayne  
Address 35200 Forest Rd  
Phone 734-891-3821 Contact name Dan Hamann

Company Redford Township, MI  
Address 25320 W. Six Mile Rd.  
Phone 313-531-5960 Contact name Harvey Dewitt

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

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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): David Orth

Date 8/6/18

# Snow Equipment

Shop No.	Owned Equipment	Type/Category	Serial/Vin#	Plate No.	Salter	Blade
K101	Kubota BX2370	tractor	serial # 20263			
	50" BX5450	Auger				
	50" Blade BX2763	Blade	serial #21405461			
401	2004 Honda Foreman ES	TRX450 FE	478TE224544513049	Red	✓	52" Quadboss
402	2004 Polaris Sportsman	400	4XACH42A54B394406	Green	✓	48" Cycle Country
403	2001 Honda Rancher	350CC	418TE25041A117880	Orange	✓	48" Cycle Country
404	2007 Honda	TRX500 FA	1HFTE317974203358	Black		
405	2009 Can AM Outlander	500XT	3JBEKHK119J000205	Red		50" County Blade
406	2004 Kawaski Prarie			Green Camo		48" Cycle Country
A201	Simplicity Manufacturing, Inc.	Auger	02842			
A202	Simplicity Manufacturing, Inc.	Auger	02841			
A203	Ariens	Auger	002224	mo# 924085		
A204	Simplicity Manufacturing, Inc.	Auger	2013220280	mo# 1695303		
A205	Simplicity Manufacturing, Inc.	Auger	02868			
A206	Simplicity Manufacturing, Inc.	Auger	02960	mo# 169440		
A207	Simplicity Manufacturing, Inc.	Auger	02865			
A208	Ariens	Auger	35759	mo# 926038		
A209	Toro Power max	Auger	314001221	mo# 38660		
A210	Toro Power max	Auger	312002610	mo# 38661		
B1	MB Companies, Inc.	snow broom				
	Model #1695457					
B2	SnowEx GXV160	snow broom	T1-100058			
	Model # SS4000		SXSS-4000			
S701	Toro Model #HS520A	Snowblower	SZBG-6633039	one stage		
S702	Toro Model #HS520A	Snowblower	SZBG-6633225	one stage		
S703	Toro Model #HS520A	Snowblower	SZBG-6633213	one stage		
S704	Toro Model #HS520A	Snowblower	SZBG-6633048	one stage		

