



**CITY of NOVI CITY COUNCIL**

**Agenda Item G  
November 13, 2012**

**SUBJECT:** Approval to award the first of two one-year extensions of the unit price contract with Brien's Services, Inc. for Pathway Snow Clearing in the estimated amount of \$29,000.

**SUBMITTING DEPARTMENT:** Department of Public Services – Field Operations Division *GA* 

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>Estimated \$29,000</b>
<b>AMOUNT BUDGETED</b>	<b>\$270,000 (Major Rd. Winter Maintenance) \$199,500 (Municipal Street Fund – Winter Maintenance)</b>
<b>LINE ITEM NUMBER</b>	<b>202-202.00-868.000 (Major Rd. Winter Maintenance) 204-204.00-868.500 (Municipal Street Fund – Winter Maintenance)</b>

**BACKGROUND INFORMATION:** In 2011, the City of Novi's Department of Public Services solicited unit price bids for snow removal services on major pathway segments depicted in green (pathways) and red (sidewalks) on the attached map. During the past winter, the contractor, Brien's Services, assisted DPS with snow removal from approximately 13 miles of pathways throughout the City whenever a two-inch or greater snow accumulation existed, which is in accordance with the requirements of the Code of Ordinances.

Brien's Services Inc. satisfactorily completed pathway snow clearing services in 2011/2012 only twice, due to the abnormally mild winter, at a cost of \$1,811.46. The estimated expenditure required is based on an average number of clearing events in a normal season, and is consistent with the original contract award.

This contract renewal extends the contract service period through the 2012/2013 winter season, and is paid "per push" for each event Brien's is required to perform the service.

This renewal is the first of two available contract extensions, and will be at the same terms and conditions as the original contract.

**RECOMMENDED ACTION:** Approval to award the first of two one-year extensions of the unit price contract with Brien's Services, Inc. for Pathway Snow Clearing in the estimated amount of \$29,000.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

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

# 2012-2013 Contractor Sidewalk and Pathway Snow Clearing Map

City of Novi, Michigan

- LEGEND**
- Wayfayr Snow Clearing Cleared by Contractor
  - Pathway
  - Sidewalk
  - School Crosswalk
  - Public Property
    - City of Novi
    - Oakland County
    - State Of Michigan
    - Stated Property
  - Civic Boundaries
    - Novi City Boundary
    - Novi Township
  - Roads
    - Other Road
    - Minor Road
    - Major Road
    - Expressway
    - Railroad



City of Novi

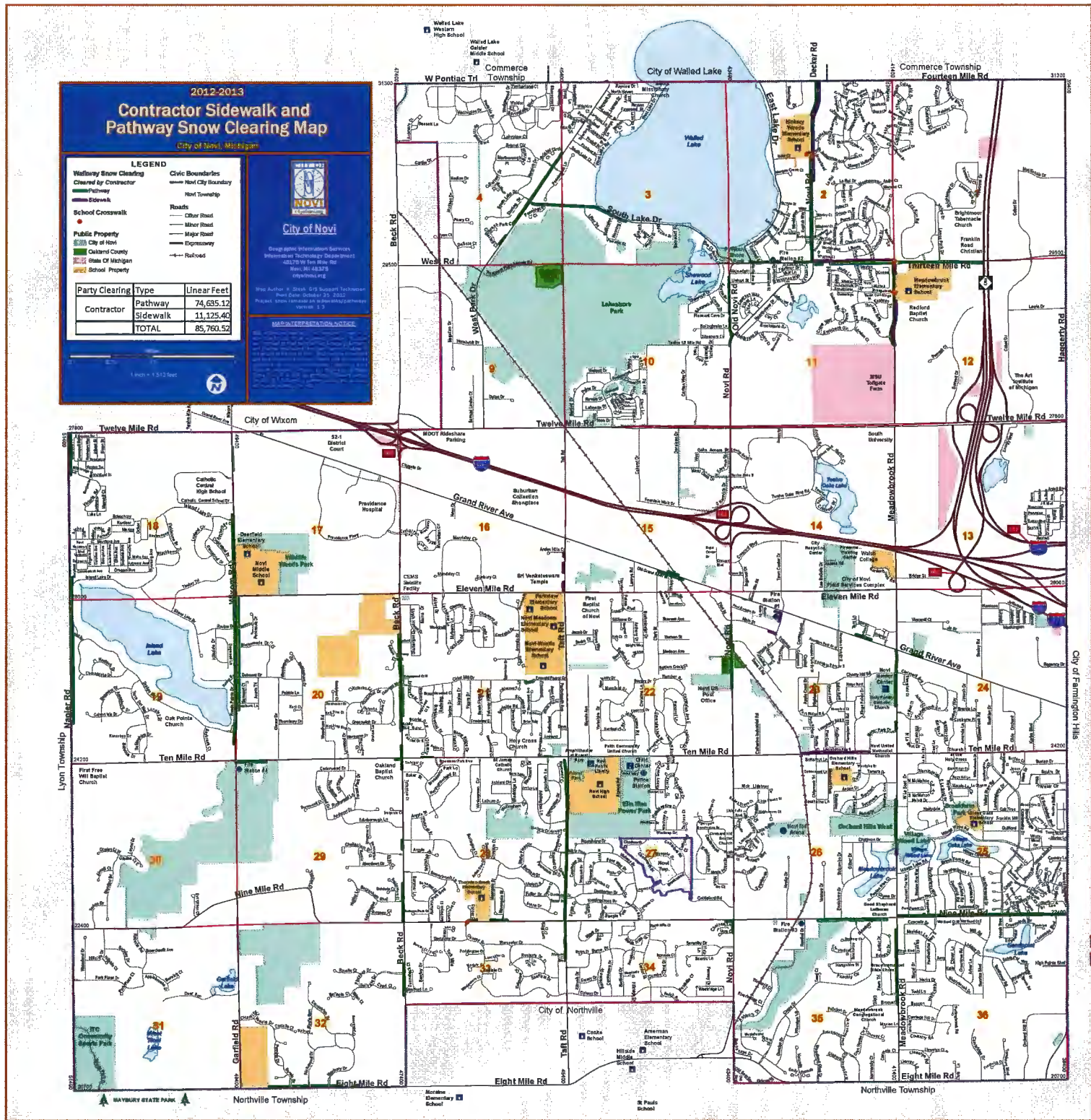
Novi 2012-2013 Snow Clearing Map  
 Prepared by: Information Services  
 Information Technology Department  
 44375 W. Fox Drive  
 Novi, MI 48242  
 www.novimi.org

Map Author: K. Slack GIS Support Technician  
 Project Start Date: 07/27/2012  
 Project End Date: 08/14/2012  
 Version: 1.3

MAP INFORMATION NOTICE

Party	Clearing Type	Linear Feet
Contractor	Pathway	74,635.12
	Sidewalk	11,125.40
<b>TOTAL</b>		<b>85,760.52</b>

1 inch = 1.912 feet



**CITY OF NOVI**  
**SNOW REMOVAL - MAJOR PATHWAYS BID TABULATION**  
**TUESDAY, NOVEMBER 15, 2011 3:00 P.M.**

	Quantity (LFT)	Brien's Unit	Brien's Total	RC Tuttle Unit	RC Tuttle Total	Your Way Unit	Your Way Total	Teddy's Lawn Unit	Teddy's Total	Bell's Unit	Bell's Total	United Resource Unit	United Resource Total
Snow Removal Sidewalks (min 48" wide)	1,225	0.11	\$ 134.75	0.03	\$ 36.75	0.013	\$ 15.93	0.013	\$ 15.93	0.10	\$ 122.50	0.21	\$ 257.25
Snow Removal Pathways (min 72" wide)	69,123	0.012	\$ 829.48	0.03	\$ 2,073.69	0.05	\$ 3,456.15	0.055	\$ 3,801.77	0.07	\$ 4,838.61	0.21	\$ 14,515.83
<b>TOTAL PER PUSH</b>			<b>\$ 964.23</b>		<b>\$ 2,110.44</b>		<b>\$ 3,472.08</b>		<b>\$ 3,817.69</b>		<b>\$ 4,961.11</b>		<b>\$ 14,773.08</b>



**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 **3:00 P.M.** prevailing Eastern Time, **Tuesday, November 15, 2011** 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  
CITY CLERK'S OFFICE**  
45175 W. 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: November 1, 2011

**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**

Bid Issue Date	November 1, 2011
Last Date for Questions	Tuesday, November 8, 2011 by 12:00 p.m. Please submit all questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	<b>Tuesday, November 15, 2011 by 3:00 p.m.</b>

**BID SUBMITTALS**

An **UNBOUND/UNSTAPLED COMPLETED ORIGINAL and Three (3) copies** of each bid must be submitted. The original may be clipped together. 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.

**TYPE OF CONTRACT**

If a contract is executed as a result of the bid, it stipulates a fixed price for products/ services. The contract period will be for one (1) year. Upon mutual consent of the City

of Novi and the successful bidder, the contract may be renewed two (2) times in one (1) year increments at the same terms and conditions of the original contract.

#### **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 Schedule B of the Sample Agreement attached is to be provided to the City and remain in force during the entire contract period.

#### **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.

#### **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 Clerks 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.

#### **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.



## 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 15-25 pathway/sidewalk snow clearing events annually. This contract is for a one (1) year period for the winter of 2011-2012, with two possible one (1) year renewal options 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 6 feet wide and sidewalks are 5 feet wide. A map is attached to this ITB that identifies routes to be cleared as Contractor-cleared pathways and Contractor-cleared sidewalks. The map should be enlarged to view all the routes and is color-coded for ease of identification. 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 that all pathways be cleared within a 16-hour time frame from the time that the Contractor receives notification from the City.**

#### **MINIMUM QUALIFICATIONS:**

- a) The Contractor shall **not** use subcontractors.
- 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 in the Verification of References 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. All operators must be legally licensed drivers. **Failure to complete pathway clearing within each storm's 16-hour time frame could be grounds for termination.**
- d) **A list of the equipment proposed to be used to perform this scope of work must be submitted with your bid.**

### 3) SCOPE OF WORK

#### a) Contractor Responsibilities

- i) Contractor shall be required to respond to and acknowledge receipt of notification of needed service within 1 hour of receiving notification from the City of Novi, Department of Public Services. Typically, a notification will be sent out if snowfall is 2" or more. The Contractor shall not initiate any work unless notification is given by the City.
  - ii) Contractor will be required to have all pathways designated on the attached map cleared within sixteen hours of notification.
  - iii) Contractor shall be responsible for any damages that occur during the performance of this contract and shall report them to the Department of Public Services. Snow shall always be cleared towards the street, but shall never be pushed into the roadway.
  - iv) All sidewalks shall be cleared of snow at a minimum of 48 inches across, and pathways a minimum of 72 inches. Snow must be cleared away from all business and municipal entranceways.
  - v) All damage to sidewalks, pathways, sprinkler heads, sod, or any abutting personal property shall be the responsibility of the Contractor to repair by May 1 of each spring following the contracted clearing season.
- b) Contractor shall bill the City of Novi, Attention: Finance Department, 45175 W. Ten Mile Rd., Novi, MI 48375 for each pathway clearing event completed.

Brien's



**CITY OF NOVI  
BID FORM**

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;

**SNOW REMOVAL – MAJOR PATHWAYS**

Description	Estimated Quantity (per push)	Unit Price (per LFT)	Total
Snow Removal – Sidewalks (minimum 48" wide cleared)	1,225 LFT	\$ .11	\$ 134.75
Snow Removal – Pathways (minimum 72" wide cleared)	69,123 LFT	\$ .012	\$ 829.48
<b>TOTAL (PER PUSH)</b>			<b>\$ 964.23</b>

We acknowledge receipt of the following Addenda: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

We have attached our equipment list:    Yes   X              No \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

References: Please provide at least three (3) municipal/business references for work done within the last three (3) years.

Company CITY OF NOVI  
Address 26300 DELWAL NOVI, MI 48375  
Phone (248) 735-5640 Contact name MATT WIKTOROSKI

Company LYON TOWNSHIP  
Address 58000 GRAND RIVER AVE NEW HUDSON, MI 48165  
Phone (248) 437-2240 Contact name LANNY YOUNG

Company VILLAGE OF MILFORD  
Address 1100 ATLANTIC MILFORD, MI 48381  
Phone (248) 684-1515 Contact name ANN BARNETTE

This bid is submitted by:

Company (Legal Registration) Brien's Services, Inc.

Address 815 N. Union Street

City Milford State MI Zip 48381

Telephone 248-685-7276 Fax 248-685-8821

Representative's Name (please print) Brien R. Worrell

Representative's Title President

Representative's Signature 

E-mail brien@briensservices.com

Date 11/15/11

**BRIEN'S SERVICES, INC. SNOW EQUIPMENT LIST**

<u>Discription</u>	<u>Model</u>	<u>Serial</u>
Simplicity Sno-Away 10 #1	1691899	52395
Simplicity Sno-Away 10 #2	1691899	52390
Toro CCR 2000 #1	38180	7009307
Toro CCR 2000 #2	38180	5923869
Toro CCR 2000 #3	38180	3906535
Toro CCR 2000 #4	38180	6907732
Toro CCR 3650 #5	38517	220016049
Toro CCR 3650 #6	38517	220007876
Toro CCR 3650 #7	38517	260001726
Toro CCR 3650 #8	38517	260001728
Toro CCR 3650 #9	38517	270010489
Toro CCR 3650 #10	38517	270010490
Toro CCR 3650 #15	38517	26804
Toro Power Clear 221QR #11	38583	280007980
Toro Power Clear 221QR #12	38583	280008290
Toro Power Clear 221QR #13	38583	280007981
Toro Power Clear 221QR #14	38583	280007982
Western Pro Flow Tailgate Spreader		65570/65530
Snow Ex Salt Spreader	Vee Pro 6000	28611
Snow Ex Salt Spreader	Vee Pro 6000	E1-710540
Buyers Stainless Tailgate Spreader	924	2657
Meyer Stainless V 4.2 Cu. Yd.	MDV-944EST	43116
Meyer Stainless V 4.2 Cu. Yd.	MDV-944EST	43419
Meyer Stainless V 4.2 Cu. Yd.	MDV-944EST	43422
Warren Alum V-Box	AC-1410A-AL	SC12267
Boss 9' Steel Blade	STB03236	D7538
Boss 9' Steel Blade	STB03236	E7217
Boss 9' Steel Blade	STB03236	F5151
Boss 8' Poly Blade	STB03266	D5281
Boss 8' Poly Blade	STB03266	F5178
Boss 8' Poly Blade	STB03266	F8879
Boss 8'2" V-Plow	POLY-V	71200
Boss 8' Poly Blade	STB03266	F2686
Boss 9' Steel Blade	STB03236	D7538
Boss 8' Poly Blade	STB03266	G4831
Boss 8' Poly Blade	STB03266	
Boss 8' Poly Blade	STB03266	
Snowman Backblade	70+	MS97528
Cat Skid	287C	??287CPMAS00769*
Cat backhoe	420D	FDP22577
	CRS15710	LN412708
Cat bucket		9F41100088
12' Scoop Dog Pusher	26XXXX	2937
New Holland	T4030	*ZAJA02632*
Volvo loader	L30B-Z/D	L30BV1823613

**CITY OF NOVI  
SNOW REMOVAL – MAJOR PATHWAYS**

**Please return this page with your bid form**

If your company is awarded the item(s) referenced in the bid proposal, other governmental entities may wish to use this contract and will issue a purchase order or contract for the item(s) awarded in the bid proposal following minimum order/contract requirements set forth in the bid documents. Each entity will provide their own purchase order and delivery location(s) and must be invoiced separately to the address indicated on their purchase order.

**1. EXTENSION OF AWARD TO THE MITN (MICHIGAN INTER-GOVERNMENTAL TRADE NETWORK)  
PURCHASING COOPERATIVE: OPTIONAL**

Numerous Counties, Cities, Townships, and Authorities of the State of Michigan are members of the MITN (Michigan Inter-governmental Trade Network) Purchasing Cooperative. Other associate entities are also members of the Cooperative in the Tri-County area. Please visit [www.mitn.info](http://www.mitn.info) website to view the entire list of participating agencies.

( ) If an award is made to \_\_\_\_\_, it is agreed that the contract will be extended to other MITN Purchasing Cooperative members and associate entities under the same prices, terms, and conditions.

(  ) Our company is **NOT** interested in extending the contract to those MITN members listed on the website.

**2. EXTENSION OF AWARD TO THE NOVI COMMUNITY SCHOOL DISTRICT, CITY OF NORTHVILLE,  
NORTHVILLE COMMUNITY SCHOOL DISTRICT, AND THE WALLED LAKE CONSOLIDATED SCHOOLS:  
OPTIONAL**

The City of Novi is working with the Novi Community School District, City of Northville, Northville Community School District and the Walled Lake Consolidated Schools to discover opportunities to optimize procurement services.

(  ) If an award is made to **BRIEN'S SERVICES, INC.**, it is agreed that the contract will be extended to Novi Community School District, City of Northville, Northville Community School District and the Walled Lake Consolidated Schools under the same prices, terms, and conditions.

( ) Our company is **NOT** interested in extending the contract to Novi Community School District, City of Northville, Northville Community School District and the Walled Lake Consolidated Schools under the same prices, terms, and conditions.

Contractor Signature: \_\_\_\_\_  


Company Name: **BRIEN'S SERVICES, INC.**

Date: **11/15/11**

**SAMPLE AGREEMENT**

**CONTRACT FOR SNOW REMOVAL SERVICES – MAJOR PATHWAYS**

**THIS CONTRACT FOR SERVICES** ("Contract"), shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and \_\_\_\_\_, whose address is \_\_\_\_\_, (hereinafter referred to as "Contractor").

**THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:**

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

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

**Article II. Timing of Performance.**

Performance of this Contract shall commence on \_\_\_\_\_ and end on \_\_\_\_\_. Upon mutual consent of the Client and the Contractor, the contract may be renewed 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 within thirty (30) days of receipt of an itemized billing/invoice from Contractor detailing all materials provided and work performed in connection with the billing and the hours and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A, 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.



## **SAMPLE AGREEMENT**

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.

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

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

### **Article VI:            Liability and Insurance.**

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

### **Article VII:            Information.**

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

## SAMPLE AGREEMENT

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. Dispute Resolution/Arbitration. The parties agree that any disputes regarding a claimed violation of this agreement shall first be submitted in writing to the other party in an attempt to settle the matter before pursuing other legal actions or notices provided for in this agreement. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response from the other party, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary. The aforementioned initial written communications between the parties also shall indicate whether the party is willing to submit the dispute to binding arbitration, non-binding mediation or other form of alternate dispute resolution, and share equally the costs for same. Upon the parties agreeing to any such method of dispute resolution and a timetable for doing so, pursuit of other legal actions shall be deferred until the process has been completed. In any binding arbitration, the arbitrator shall provide a written statement of the reasons and basis for an award or decision, a judgment of the Oakland County Circuit Court may be entered based on the arbitration award or decision, and each party shall be responsible for their own costs and attorney fees.
- F. 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 by extension for the Township should the work be

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accepted and implemented by the Township) 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.

G. 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 Clay J. Pearson and City Clerk Maryanne Cornelius  
Contractor: \_\_\_\_\_

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

I. 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.

J. 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.

K. 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:  
Its: Mayor

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

\_\_\_\_\_  
By: Maryanne Cornelius  
Its: Clerk

CONTRACTOR

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

\_\_\_\_\_  
By:  
Its:

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### SCHEDULE B

A. Insurance Requirements

The vendor will not commence work, nor will the City of Novi sign a contract, until vendor has obtained and delivered to the City of Novi the certificate of insurance required under this contract. All insurance carriers must be acceptable to the City of Novi and licensed and admitted to do business in the State of Michigan.

A new certificate of insurance will be provided to the City of Novi at the time of policy renewal any time during the entire length of the contract.

1. Coverage: The Vendor 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. Deductibles: The Vendor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
3. Insured: All policies shall name the Vendor as the insured.
4. Cancellation Notice: All policies shall include the following language: "Should any of the above policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named on this certificate".
5. Additional Insured: All policies include the following language "The City of Novi, their officers, agents, employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are added as additional insured." Certificates of Insurance evidencing such coverage shall be submitted to Sue Morianti, City of Novi, 45175 W. Ten Mile Rd.,

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Novi, MI 48375 prior to commencement of performance under this Contract and at least 15 days prior to the expiration dates of expiring policies.

6. If any work is sublet in connection with this Contract, the Vendor 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 Vendor 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 of Novi has the authority to vary from the specified limits as deemed necessary.
9. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City of Novi render inadequate insurance limits, the Vendor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Vendor'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.
10. Hold harmless/Indemnity
  - a. The Vendor agrees to save harmless and defend the City of Novi 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 of Novi 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, it's officers, agents, or employees.
  - b. The Vendor agrees that is it its responsibility and not the responsibility of the City of Novi to safeguard the property and materials used in performing this contract. Further, the Vendor agrees to hold the City of Novi harmless for any loss of such property and materials used pursuant to the Vendors performance under this contract.
  - c. The Vendor shall not discriminate against any employee, or applicant for employment who is qualified to perform the work required in the execution of this contract because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Vendor 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.