



**CITY OF NOVI CITY COUNCIL
SEPTEMBER 30, 2024**

SUBJECT: Consideration of a contract award to B&B Landscaping Inc., the lowest qualified bidder, for Snow Removal Services for City Streets and Municipal Sites, in the estimated seasonal amount of \$246,730. The contract term is for one year with three one-year extensions.

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

KEY HIGHLIGHTS:

- Awarding a unit price contract to B&B Landscaping for snow removal services for city streets and municipal sites, excluding the Novi Public Library. The Novi Public Library will be awarding its snow removal services separately.
- Awarding of a unit price contract based on "seasonal rate" rather than "per push" rate results in an estimated savings of \$88,600.

FINANCIAL IMPACT

	FY 2024/25
EXPENDITURE REQUIRED	\$ 246,730 (ESTIMATED)
BUDGET	
<u>GENERAL FUND</u>	
Parking Lots- Civic Center (101-442.20-868.265)	
Parking Lots- Police HQ & Gun Range (101-442.20-868.301)	
Parking Lots- Fire (101-442.20-868.337)	
Parking Lots- DPW (101-442.20-868.442)	
Sidewalks - Civic Center (101-265.00-814.000)	
Sidewalks- Police HQ & Gun Range (101-301.00-814.000)	
Sidewalks- DPW (101-442.00-814.000)	
<u>LOCAL STREET FUND</u>	
203-203.07-868.100 Neighborhood Streets	\$ 30,000
APPROPRIATION REQUIRED	\$ 0
FUND BALANCE IMPACT	\$ 0
<ul style="list-style-type: none"> • The proposal requires a credit for services provided that are less than the minimum estimated number per municipal site, and additional payments for services exceeding the maximum estimated services provided. Neighborhood street clearing would be paid per event at the hourly rate. • The estimated costs are \$119,070 under budget 	

BACKGROUND INFORMATION:

The City of Novi's Department of Public Works recently solicited unit price bids, based on snow removal support service needs for the 2024-2025 winter season. The bidding documents identify two levels of service: Priority 1 (Police Headquarters and Civic Center), which requires snow and ice removal within 1 hour of inclement weather with zero tolerance for snow or ice; and Priority 2 (Fire Stations 1-4, Indoor Gun Range, Novi Public Library, Lakeshore Park and DPW), which requires snow and ice removal within two hours of snow accumulation greater than two inches. In addition, roadway support services were solicited to enhance the level of service to neighborhood roads as needed during large snow events.

Since 2017, the City of Novi has used contractual snow removal assistance services on municipal parking lots and select neighborhood roadways. This resource continues to allow operators to work more effectively and efficiently when clearing snow and ice.

Because winter maintenance events that require municipal parking lot and sidewalk clearing are easily estimated, bid pricing was solicited in two forms, a "per-push" rate (amount billed associated with services rendered), or a "seasonal" pre-paid amount (amount paid prior to the season guaranteeing support services, at a reduced overall rate). Based on estimated snow removal and salting requirements, a "per-push" rate would cost the City an estimated \$335,330. If the City commits to B&B Landscaping at a "seasonal" rate, the estimated expenditure totals approximately \$246,730 for the same services, a savings of \$88,600 or 26%, cheaper than the per-push rate.

The seasonal rate for municipal lots and sidewalks would be paid four times throughout the winter (November 1, December 1, January 1, and February 1) prior to services being rendered at a cost of approximately \$61,682.50 per billing or \$246,730 total. The proposal requires a credit for services provided that are less than the minimum estimated number per municipal site, and additional payments for services exceeding the maximum estimated services provided. Neighborhood street clearing would be paid per event at the hourly rate.

Following a public bid solicitation period, two bids were received and opened on August 30, 2024. B&B Landscaping's bid is recommended as being in the best interest of the City as it is responsive (i.e. B&B Landscaping has complied with all bidding requirements and best meets service needs). A unit price bid tabulation is enclosed, which also includes hourly pricing for work requested on neighborhood streets.

RECOMMENDED ACTION: Approval to award a unit price contract to B&B Landscaping Inc., the lowest qualified bidder, for Snow Removal Services for City Streets and Municipal Sites, excluding the Novi Public Library, in the estimated seasonal amount of \$246,730. The contract term is for one year with three one-year extensions.

CITY OF NOVI
SNOW REMOVAL SERVICES - CITY STREETS & MUNICIPAL SITES BID TAB
8/30/2024 2:00 PM

Company		B & B Landscaping	Brien's Landscaping (1)
CITY STREETS			
Dump Truck w/plow & operator	Per Hr	\$90	\$145
	No. Units	7	4
		Plow Scraper Yes 1 truck	Plow Scraper Yes No
4x4 Pickup w/plow & operator	Per Hr	\$70	\$135
	No. of Units	15	23

OTHER EQUIPMENT	Hourly Rate	No. of Units	Hourly Rate	
John Deere Loader	\$130	1		
John Deere Tractor/Loader	\$13	4		
Gehl Skidsteer/Pusher	\$80	1		
ATV/Plow/Salt Spreader	\$40	7		
2 Yard Loader		2	\$135	
5 Yard Dump Truck/Trailer		1	\$145	

MUNICIPAL SITES								
Priority 1								
Police HQ	Per Hour	\$460					n/a	
Police HQ	Per Push	\$925					n/a	
Civic Center	Per Hour	\$575					n/a	
Civic Center	Per Push	\$1,150					n/a	
Priority 2			1"-5"	5" +	Salting	1"-5"	5" +	Salting
FS #1	Per Push	\$300	\$300	\$300	\$300	n/a	n/a	n/a
FS #2	Per Push	\$250	\$250	\$250	\$250	n/a	n/a	n/a
FS #3	Per Push	\$300	\$300	\$300	\$300	n/a	n/a	n/a
FS #4	Per Push	\$300	\$300	\$300	\$300	n/a	n/a	n/a
Police Gun Range	Per Push	\$275	\$275	\$275	\$275	n/a	n/a	n/a
Public Library	Per Push	\$750	\$750	\$750	\$750	\$327	\$654	\$444
Dept of Public Works	Per Push	\$375	\$375	\$375	\$375	n/a	n/a	n/a
Lakeshore Park	Per Push	\$530	\$530	\$530	\$530	n/a	n/a	n/a

CITY OF NOVI
SNOW REMOVAL SERVICES - CITY STREETS & MUNICIPAL SITES BID TAB
8/30/2024 2:00 PM

Company		B & B Landscaping	Brien's Landscaping (1)
SEASONAL PRICING (ALTERNATE)			
Priority 1			
Police HQ - Seasonal Amt		\$81,000	n/a
- Per Push		\$700	n/a
Civic Center - Seasonal Amt		\$92,000	n/a
- Per Push		\$725	n/a
Priority 2			
FS #1 - Seasonal Amt		\$9,370	n/a
- Per Push		\$300	n/a
FS #2 - Seasonal Amt		\$4,970	n/a
- Per Push		\$250	n/a
FS #3 - Seasonal Amt		\$9,370	n/a
- Per Push		\$300	n/a
FS #4 - Seasonal Amt		\$9,370	n/a
- Per Push		\$300	n/a
Police Gun Range - Seasonal Amt		\$8,250	n/a
- Per Push		\$275	n/a
Public Library - Seasonal Amt		\$42,500	\$75,525
- Per Push		\$700	\$1,425
DPW - Seasonal Amt		\$11,200	n/a
- Per Push		\$375	n/a
Lakeshore Park - Seasonal Amt		\$21,200	n/a
- Per Push		\$440	n/a
TOTAL SEASONAL		\$289,230	\$75,525

Monetary credit if season results in less than the minimum number of estimated pushes?	Yes	No
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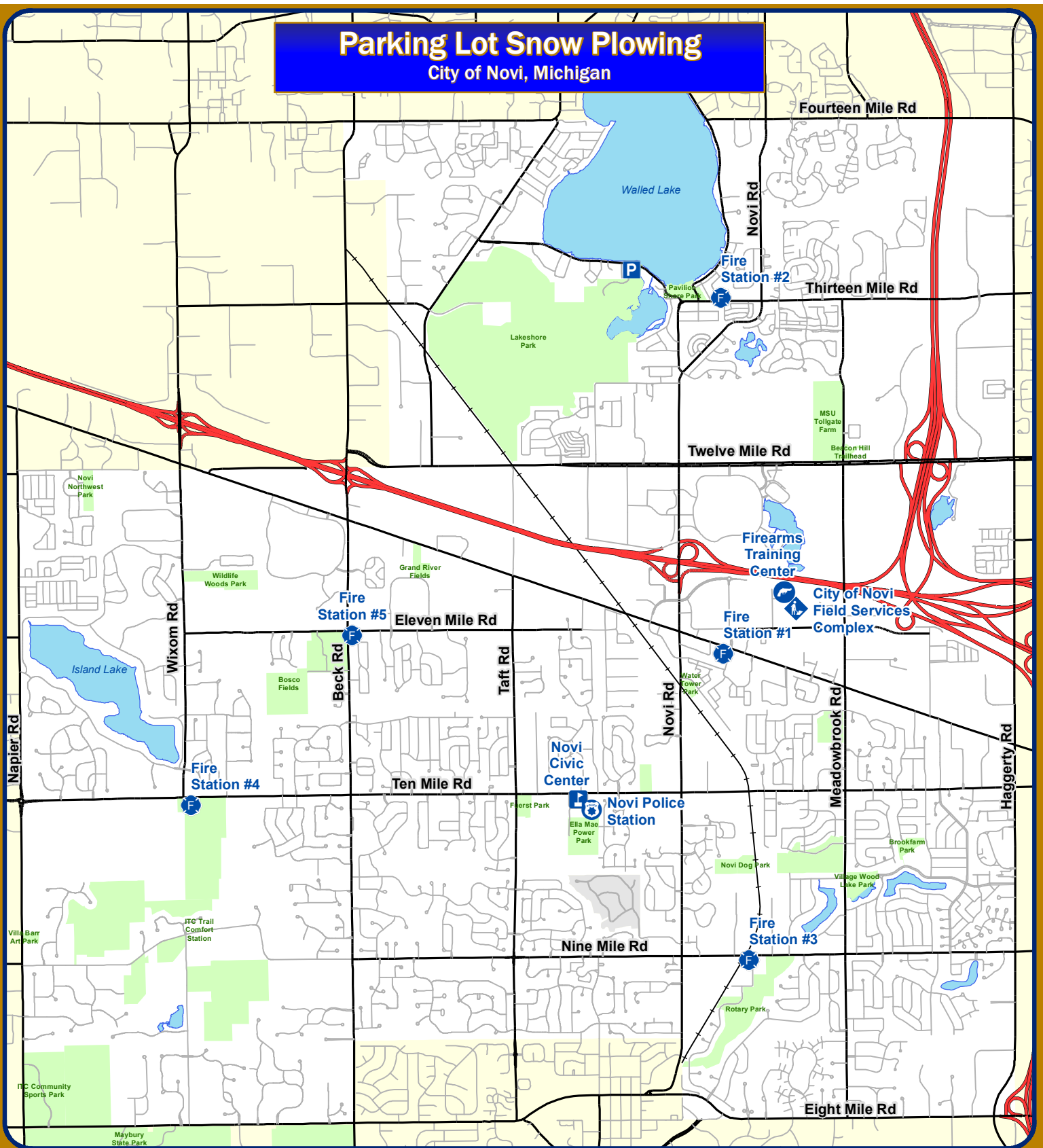
Guaranteed Response Time (City Streets)	Less than 1 hour	
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Guaranteed Response Time (Municipal Sites)	Less than 1 hour	1 hour
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(1) - Briens provided an alternate proposal for the Library only.

Parking Lot Snow Plowing

City of Novi, Michigan



Map Author: Keri K. Blough
 Date: September 23, 2024
 Project: Parking Lot Plowing Overview
 Version #: 2.0

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.

Parking Lot	Address	Parking Lot Area (Approx.)
City Hall & Civic Center	45175 Ten Mile Rd	153,368 sq. ft.
Fire Station 1	42975 Grand River Ave	27,215 sq. ft.
Fire Station 2	1919 Paramount St	12,903 sq. ft.
Fire Station 3	42785 Nine Mile Rd	14,422 sq. ft.
Fire Station 4	49375 Ten Mile Rd	42,488 sq. ft.
Lakeshore Park	601 South Lake Dr	38164 sq. ft.
Police Station	45125 Ten Mile Rd	72,016 sq. ft.
Police Gun Range	26350 Lee BeGole Dr	10,853 sq. ft.
Public Works	26300 Lee BeGole Dr	40,819 sq. ft.



City of Novi

Department of Public Services
 Field Operations Division
 26300 Lee BeGole Drive
 Novi, MI 48375
 cityofnovi.org



1 inch = 4,200 feet





CITY OF NOVI
SNOW REMOVAL SERVICES –
CITY STREETS & MUNICIPAL SITES

BID FORM

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

Pricing: The prices quoted for items shall include all related costs such as equipment, labor (including overtime, holiday, etc.), fuel, and insurance.

CITY STREETS

Primary Snow Fighting Equipment

Description	Front Plow Yes/No	Underbody Scraper Yes/No	Number of Units Available	Hourly Rate - Snow Plowing
Dump Truck with plow and operator	YES	1 TRUCK	7	\$ 90. ⁰⁰
4x4 Pick-up Truck with plow and operator	YES	NO	15	\$ 70. ⁰⁰

Other Snow Fighting Equipment Available (This list will have no effect on the award of the contract). Attach additional sheet, if necessary.

	Description	Number of Units Available	Hourly Rate - Snow Plowing
1	JOHN DEERE LOADER	1	\$ 130
2	JOHN DEERE TRACTOR/LOADER	4	\$ 130
3	LYEHL SKIDSTEER/PUSHER	1	\$ 80
4	ATV/PLOW/SALT SPREADER	7	\$ 40

MUNICIPAL SITES – PARKING LOTS/DRIVE APPROACHES

PRIORITY ONE: Plowing & salting, Continuous Push within one (1) hour of any accumulation less than 1" and/or icing conditions

Location	Unit	Continuous Push, includes de-icing (using contractor-provided salt)
Police Headquarters	Hour	\$ 460. ⁰⁰
Police Headquarters (alternate pricing)	Per Push	\$ 925. ⁰⁰
Civic Center	Hour	\$ 575. ⁰⁰
Civic Center (alternate pricing)	Per Push	\$ 1,150. ⁰⁰

PRIORITY TWO: Plowing & salting completed within two (2) hours of snow accumulation equal to or greater than 2" and/or icing conditions

Location	Unit	Snow Plowing 1" – 5" of snow	Snow Plowing 5"+ of snow	Salting (using contractor-provided salt)
Fire Station #1	Per Push	\$ 300	\$ 300	\$ 300
Fire Station #2	Per Push	\$ 250	\$ 250	\$ 250
Fire Station #3	Per Push	\$ 300	\$ 300	\$ 300
Fire Station #4	Per Push	\$ 300	\$ 300	\$ 300
Police Gun Range	Per Push	\$ 275	\$ 275	\$ 275
Public Library	Per Push	\$ 750	\$ 750	\$ 750
Public Works	Per Push	\$ 375	\$ 375	\$ 375
Lakeshore Park	Per Push	\$ 530	\$ 530	\$ 530

ALTERNATE: PER SEASON (contractor provides all deicing products & salt)

Location	Priority Level	Estimated Pushes	Seasonal price	Price per push for pushes that exceed the maximum number estimated
Police Headquarters	One	90 – 110 pushes per season	\$ 81,000	\$ 700
Civic Center	One	80 – 100 pushes per season	\$ 92,000	\$ 725
Fire Station #1	Two	42 – 56 pushes per season	\$ 9,370	\$ 300
Fire Station #2	Two	42 – 56 pushes per season	\$ 4,970	\$ 250
Fire Station #3	Two	42 – 56 pushes per season	\$ 9,370	\$ 300
Fire Station #4	Two	42 – 56 pushes per season	\$ 9,370	\$ 300
Police Gun Range	Two	36 – 48 pushes per season	\$ 8,250	\$ 275
Public Library	Two	42 – 56 pushes per season	\$ 42,500	\$ 700
Public Works	Two	36 – 48 pushes per season	\$ 11,200	\$ 375
Lakeshore Park	Two	48 – 64 pushes per season	\$ 21,200	\$ 440

Will you credit the City when the season results in less than the minimum number of estimated pushes? YES

Guaranteed Response Time (City Streets) LESS THAN 1 HR

Guaranteed Response Time (Municipal Sites) LESS THAN 1 HR

Company B+B LANDSCAPING

We acknowledge receipt of the following Addenda: N/A
(please indicate numbers)

Exceptions to specifications (all exceptions must be indicated here, or included on attached sheet):

NONE

Comments:

NON-IRAN LINKED BUSINESS

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

This bid submitted by:

Company (Legal Registration) B+B LANDSCAPING

Address 5392 PLEASANT HILL DR

City FENTON State MI Zip 48430

Telephone 810-343-3884 Fax N/A

Representative's Name (please print) ROBERT ANTON

Representative's Title CEO

Representative's Signature 

E-mail BBLANDSCAPING1@YAHOO.COM

Date 8/29/24



CITY OF NOVI

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

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

Name of Firm B+B LANDSCAPING
Address: 5392 PLEASANT HILL DR
City, State Zip FENTON MI 48430
Telephone 810-343-3884 Fax N/A
Mobile 810-343-3884
Authorized Representative's Name (please print) ROBERT ANTON
Authorized Representative's Title: CEO
Email Address: BBLANDSCAPING1@YAHOO.COM
Website N/A

1. Organizational structure: Corporation, Partnership, etc. CORPORATION
Name of Owner, President, CEO ROBERT ANTON
2. Firm established: 1975 Years in business: 35
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?
No X Yes _____ Reason: _____
4. Under what other or former names has your organization operated?
N/A
5. How many full time employees? 20 Part time? 15
6. Are you able to provide insurance coverage as required by this bid? YES
7. 24/7 Emergency Telephone Number 810-343-3884
8. Do you have a Day and a Night shift? Yes X No _____
9. Provide your procedure for handling night & weekend calls
SEE ATTACHED KEY PERSONAL ALL THREE WILL HAVE
THEIR PHONE ON 7/24 HOURS A DAY FOR NIGHT AND
WEEKEND CALLS

10. Are you willing and able to make the City of Novi your sole commitment for the duration of the contract? Yes No

If no, please explain. _____

11. Are you willing to use Novi AVL tracking units on your vehicles?

Yes No

12. Provide the name and work experience of the field supervisor you are assigning to this contract. This supervisor will be the main contact for the City and will be supervising contract compliance, timeliness, and quality of work in the field.

SEE ATTACHED LIST

13. How many years' of experience does your firm have in providing snow removal services to municipalities? 30 YEARS (please list the municipalities & years of service at each).

CITY OF NOVI 10 YEARS

STATE OF MICHIGAN 15 YEARS

CITY OF WAYNE 5 YEARS

14. How many clients does your company currently serve with the type of work described? NONE

15. Has your company had a similar contract for snow removal services terminated for cause within the last three years? If yes, please explain.

No

16. Please provide information on your hiring practices, employee training, and employee safety programs. Attach an additional sheet, if necessary.

WE ARE A EQUAL OPPORTUNITY EMPLOYER. WE SUPPLY NEW EMPLOYEES WITH TRAINING FOR THE JOB. THEY ARE PLACED WITH A SENIOR EMPLOYEE TO TRAIN, ONCE THE TRAINING IS COMPLETE THE NEW EMPLOYEE MUST PASS A TEST TO BE ABLE TO WORK ON THEIR OWN. ALL EMPLOYEES MUST PASS A SAFETY PROGRAM.

17. Please describe your procedures for handling complaints from residents.

WE MAKE CONTACT WITH THE RESIDENT AND DISCUSS THE ISSUE. IF WE CANNOT SOLVE THE ISSUE BY PHONE OR EMAIL A SUPERVISOR WILL SET UP A TIME TO MEET WITH THE RESIDENT TO RESOLVE THE ISSUE.

18. Please provide information relative to the experience and financial capability of your company to carry out the terms of this contract.

SEE ATTACHED SHEET

19. **References:** Provide at least three (3) references for projects that are comparable in scope to this bid. References from municipalities would be desirable.

Company SEE ATTACHED SHEET

Address _____

Phone _____ Contact name _____

Company _____

Address _____

Phone _____ Contact name _____

Company _____

Address _____

Phone _____ Contact name _____

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

No Yes _____

21. 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) ROBERT ANTON

Date 8/29/24

B&B Landscaping

FOR ALL YOUR OUTDOOR NEEDS

Email: bblandscaping1@yahoo.com

26855 Taft Rd
Novi, MI 48376
Phone 810-343-3884

5392 Pleasant Hill Dr
Fenton, MI 48430
Phone 810-632-6061

We have no open snowplowing contracts we are 100% dedicated to the City of Novi so all equipment and personal are available.

Reference

City of Novi DPS (Open 24/7)

Mat Wiktorowski 248-361-3148 Contract Administrator
Jeff Van Curler 248-343-8776 Contract Coordinator

Mowing City Property's which include Civic Center, Police Station, Parks, Roadside Mowing, Sod Repair, Irrigation Repair, Shut Down, and Start Up. Mulch, Flower Planting, Brick Pavers, Seed, Excavation, Design, Spraying Weeds, Fertilization, clean out retention ponds of debris, Snow plowing and salting of city lots, Sidewalk snow clearing and salting.

Demaria Building Company

Nate Demaria 248-982-2272 grounds maintenance
Mowing, Trimming, Landscaping, Snowplowing and Salting of parking lots and sidewalks, Spraying Weeds, Fertilization

Wayne County

Doug Jesse 313-213-5311
Mowing of Wayne County boulevards, Trimming, Litter Pickup through out Wayne County, Spraying Weeds, Fertilization.

MDOT State of Michigan

Doug Lynch 810-217-1729

Highway Mowing Trimming, Livingston TSC, Brighton TSC, Monroe TSC

MDOT State of Michigan

Don Hicks 517-749-6008

Highway Mowing, Trimming. Lansing TSC, Charlotte TSC, Grand Ledge TSC.

MDOT State of Michigan

Paul Salvage 989-395-7452

Highway / Boulevard Mowing, Spraying Weeds, Trimming, Snowplowing, Salting.
Oakland TSC, Macomb TSC.

B&B Landscaping

FOR ALL YOUR OUTDOOR NEEDS

Email: bblandscaping1@yahoo.com

26855 Taft Rd
Novi, MI 48376
Phone 810-632-6061

5392 Pleasant Hill Dr
Fenton, MI 48430
Phone 810-343-3884

Work Plan

It is the responsibility of B&B to provide snow and ice control operations for the City of Novi for City Streets, Municipal Streets, Sidewalks and Major Pathways.

Snow and ice control of all parking lots and sidewalks will be cleared at any time, day or night 24/7 including holidays. Because of the potential hazard to employees, visitors and others arriving on site, careful planning and preparation must be done for the snow and ice season. The planning process is made considerably more difficult due to the variable conditions encountered during each storm. Such things as the rate and accumulation of snowfall, moisture content, temperature, time of day or night, wind direction and velocity as well as duration of the event are all factors that interact to create a unique aspect for each storm with the result that no two storms are ever identical. The goal of B&B is to provide a safe surface, free of excess snow and ice on roadways, sidewalks, and parking lots. B&B shall provide all snow removal employees color-coded maps showing areas to be cleared and their priorities.

In the event of upcoming inclement weather, B&B will monitor several meteorologist weather apps along with local radio and tv reports.

On the eve of a snow or ice event we have a team member monitoring the weather conditions at our office in Novi. We will call in our personal before the snow starts.

All team members, snowplow drivers, loader drivers and sidewalk crews will be at our shop in Novi and ready for each event before the arrival of the snow. This step allows us to be on site in less than one hour for priority one and priority two locations.

As the storm begins crews are dispatched to the priority one locations. The equipment that will be used for plowing and salting of parking lots will be pickup trucks, loaders and dump trucks. The equipment that will be used for the sidewalks will be skid steer, atvs, snowblowers and Kubota tractor all equipment is equipped with plows and salters. Parking lots and sidewalks will be done simultaneously. The type of service and treatment of the parking lots and sidewalks will depend on the weather. As the storm continues, we will dispatch more crews to the priority 2 locations. All crews will remain on site until the event is over. B&B has enough equipment to cover all locations without pulling equipment from one location to another. This will allow us to supply continuous service to all locations throughout the storm

When the City of Novi calls for the subdivisions or Major Pathways to be plowed, we will send out additional crews to start plowing.

B&B understands that the priority 1 is to be serviced to a zero tolerance for any snow or ice accumulation. This service will be rendered 24/7 including holidays.

Priority 2 locations will have a zero tolerance for snow accumulation greater than 2 inches or ice.

B&B Landscaping

FOR ALL YOUR OUTDOOR NEEDS

Email: bblandscaping1@yahoo.com

26855 Taft Rd
Novi, MI 48376
Phone 810-343-3884

5392 Pleasant Hill Dr
Fenton, MI 48430
Phone 810-632-6061

EQUIPMENT LIST

YEAR	MAKE	MODEL	TYPE	QUANTITY
2023	FORD	F350	PU	3
2017	FORD	F350	PU	2
2016	FORD	F350	PU	1
2011	FORD	F350	PU	2
2008	FORD	F350	PU	3
2006	FORD	F350	PU	2
2004	FORD	F350	PU	3
2004	DODGE	RAM	PU	1
2002	FORD	F350	PU	3
2023	FORD	DUMP	3-5 YD	1
2008	FORD	DUMP	3-5 YD	1
2004	GMC	DUMP	3-5 YD	1
2002	FORD	DUMP	3-5 YD	1
2000	FORD	DUMP	5-8 YD	1
2000	GMC	DUMP	5-8 YD	1
1999	FORD	DUMP	5-8 YD	1
2020	JOHN DEERE	LOADER	W/PUSHER	3
2014	CASE	LOADER	W/PUSHER	1
2007	GEHL	SKIDSTEER	W/PUSHER	1
2002	JOHN DEERE	LOADER	W/PUSHER	1

All trucks are equipped with plows and salters

B&B Landscaping

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26855 Taft Rd
Novi, MI 48376
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Fenton, MI 48430
Phone 810-632-6061

Sidewalk Equipment List

2023 2-Kubota LX2610 Tractor with plow and salter

2022 2-Kubota LX2610 Tractor with Plow

2021 John Deer Gator with V Plow and salter

Yamaha Big Bear with Plow

Yamaha Raptor with Plow

Polaris Sportsmen with Plow

Polaris Outlaw with Plow

Polaris Sportsmen 570 with plow

10 Hand Snowblowers

B&B Landscaping

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Email: bblandscaping1@yahoo.com

26855 Taft Rd
Novi, MI 48376
Phone 810-343-3884

5392 Pleasant Hill Dr
Fenton, MI 48430
Phone 810-632-6061

ORGANIZAITIONAL CHART

We have been in business for over 35 years and are fully licensed and insured.

B&B landscaping has two offices:

5392 Pleasant Hill Drive Fenton MI 48430

26855 Taft Road Novi MI 48376

Our contact information is

Office 810-632-6061

Email bblandsacping1@yahoo.com

Robert Anton CEO 810-343-3884

Adam Anton VP 810-343-3170

We currently provide services for the State of Michigan, Local Government and Local Business. Here is a list of some of our past and present customers:

- State Of Michigan
- City Of Novi
- City Of Wayne
- City Of Troy
- City Of Dearborn
- Family Dollar
- Chase Banks
- Levy Properties
- Oakland County
- Ingham County

- Detroit Schools
- CVS Pharmacy
- Livingston County
- Wayne County

Our business services include but not limited to:

- Lawn mowing
- Landscaping
- Sod/Seed
- Irrigation (all phases)
- Snowplowing
- Salting
- Snow removal
- Ponds
- Fertilization
- Brick pavers
- Mulch
- Tree and flower planting
- Freeway mowing
- Highway maintenance

- We are family-owned company that has been landscaping for over 35 years.
- The owners are involved in the daily operation.
- Over the past 35 years we have never had a labor issue.
- We have never filed chapter 11 or 13 bankruptcy or had any outstanding judgments.
- We have not had any significant financial changes in our company in the last two years.

KEY PERSONNEL

This is a high profile contract. The three main contract supervisors will be:

Robert Anton (810-343-3884) 35 years landscaping experience in mowing, lawn care, landscaping, snow plowing, salting, irrigation, paver bricks, sod, seed,

fertilization, freeway mowing, highway maintenance. He is also a licensed commercial applicator with the state of Michigan. He is a full-time owner/operator with 24-hour availability.

Adam Anton (810-343-3170) 14 years of landscaping experience in mowing, lawn care, landscaping, snow plowing, salting, irrigation, paver bricks, sod, seed, ponds, tree and shrub planting, freeway mowing, highway maintenance. He is a full-time employee with 24-hour availability.

Scott Lucas (810-263-0342) 14 years of landscaping all phases, snowplowing, salting, building decks, freeway mowing, highway maintenance He is a full-time employee with 24- hour availability.

GENERAL CONDITIONS

TAX EXEMPT STATUS

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.

NOTICE TO BIDDERS

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain bid documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.

CONTRACT TERMINATION

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful bidder will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

NON-DISCRIMINATION

In the hiring of employees for the performance of work described in this ITB and subsequent contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

DISCLOSURE

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this ITB is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

The City of Novi is not liable for any costs incurred by bidders prior to issuance of a contract.

INDEPENDENT PRICE DETERMINATION

By submission of a bid, the offeror certifies, and in case of a joint bid, each party hereto certifies as to its own organization, that in connection with the bid:

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

Each person signing the bid certifies that:

- (c) They are the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the bid and that they have not participated and will not participate in any action contrary to (a) and (b) above; or
- (d) They are not the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the bid but that they have 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 they have not participated, and will not participate in any action contrary to (a) and (b) above.

A bid will not be considered for award if the sense of the statements required in the bid has been altered so as to delete or modify the above.

NO EXCLUSIVE CONTRACT

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option. The Contractor will not be reimbursed for any anticipatory profits should the City exercise this option.



CITY OF NOVI

SNOW REMOVAL SERVICES – CITY STREETS & MUNICIPAL SITES

OVERVIEW

This invitation to bid encompasses two distinct and separate, snow removal services: City Streets and Municipal Sites.

Conditions, terms and qualifications that are common to both snow removal services are presented in the first section titled "General Specifications". Specifications unique to City Neighborhood Streets or Municipal Sites are set apart for clarity. Contractors are welcome and encouraged to bid on either one or both services. All bids will be reviewed, recommended and awarded based on their individual merit.

The second set of specifications is for *City Streets*. These requirements are unique to specifications for the plowing City local roads. For purposes of this ITB, local roads are defined as those residential streets that are within the subdivisions of the community. These include streets, cul-de-sacs and adjoining intersections.

The third and final set of specifications is for *Municipal Sites*. These requirements have been developed specifically to address the conditions encountered when plowing and salting these sites. Municipal sites include city-owned parking lots and drive approaches; sidewalks are not included. Municipal Site winter maintenance is "**all Inclusive**", with the contractor being responsible for keeping all locations free of ice and snow as outlined in the specifications without notification by the City.

GENERAL SPECIFICATIONS - CITY STREETS and MUNICIPAL SITES

Introduction

The City of Novi is seeking unit bids from qualified contractors to provide snow removal services for the winter season. The contract shall be firm and binding from the date of the Mayor's signature on the awarded contract until June 30, 2025, with the option to extend for three (3) additional years in one (1) year increments.

The City reserves the right to award to a primary and secondary Contractor if it is deemed to be in the best interest of the City. Awards will be based on unit costs, overall resources, and municipal references and experience. If awarded to multiple contractors, each Contractor shall cooperate with the City and other Contractors in regard to storage of equipment and materials, execution & coordination of work.

City's Right to Suspend Work

The City shall have the right to suspend all or part of the work by written order, whenever in the judgment of the Public Works Director or their designee. Such suspension is required if in the general interest of the City, or if the Contractor has not fulfilled their obligations under the contract documents. Upon receipt of the Public Works Director's written order, the Contractor shall suspend the work covered by the order. Work shall not be resumed until ordered by the Public Works Director.

Personnel

The Contractor shall employ only competent, efficient employees and shall not use any unfit person or one not skilled in the work assigned to him and shall at all times maintain good order among employees. Whenever the Public Works Director shall inform the Contractor, that, in their opinion any employee is unfit, unskilled, disobedient, or is disrupting the orderly progress of the work, such employee shall be removed from the work and shall not again be employed under the contract.

All personnel must be validly licensed by the State of Michigan and hold a CDL License if operating a vehicle with a GVWR (gross vehicle weight rating) over 26,000 lbs. Personnel must be readily identifiable as employees of the contractor i.e. jackets, shirts, hats, etc.

Equipment

The Contractor shall provide a comprehensive list of all equipment intended for use under this contract. That list will be reviewed and approved for use by the Public Works Director or their designee. *Failure to include a comprehensive equipment list along with the bid shall render the bid as non-responsive.* The Public Works Director, or their designee, reserves the right to inspect the Contractor's equipment prior to awarding the contract. It shall be the Contractor's responsibility to maintain and repair their equipment.

All work shall be performed in a professional manner using quality equipment, all of which must be maintained and operated with the highest standards as well as meeting all City, County, State and MIOSHA laws and regulations. The City requires that the Contractor's company name be displayed on all vehicles.

Acceptable snow plowing equipment includes dump trucks with 10-12' plows and approximately 10 cubic yards of capacity. Additionally, 4x4 pickup trucks with plows and other approved equipment are needed and acceptable.

The City may allow temporary storage of Contractor equipment on the Department of Public Works grounds only for equipment used in completing work associated under this contract. Storage will be allowed only during the period of active snow and ice on each call-in snow event; not continuously throughout the season. The Contractor shall have the equipment removed within 48 hours of completion of snow and ice removal activities for each event. Equipment stored onsite will be at the sole risk of the Contractor(s). The City shall have no liability or responsibility to the Contractor or any other person or company if equipment stored is damaged, vandalized, or stolen.

If contractor agrees to have city-owned AVL units installed on their trucks, the AVL units must be returned to the City upon termination of the contract.

Complaints and Corrections of Work

The City will investigate all complaints received from property owners regarding work done by the Contractor, and shall also have the right to make investigations on its own initiative. If, in the opinion of the Public Works Director or their designee, work is not performed in accordance with this contract and specifications, the Contractor shall be notified, informing him of the nature of the defect, location, desired remedy, and a time limit within which the defect may be remedied. Should the Contractor fail to correct the defect within the time allowed, the City may do so with City forces or another Contractor(s) and deduct the cost thereof from the amount due the Contractor at the time of payment.

Should the contractor fail to make correction to City's satisfaction and/or in the required time frame, City crews or other contractor(s) will correct the situation and continue corrections until Contractor resumes responsibilities or the contract is terminated. Invoiced amounts due to Contractor will be reduced at a rate of:

A. If completed by City Crews

Cost for labor, equipment (based on MDOT schedule C) and a 25% administrative charge

B. If completed by another contractor:

Invoiced amount plus 25% administrative charge

Snow Plowing Reporting Requirements

During the course of snow plowing, the Contractor shall immediately notify the City when any of the following occurs:

- A street route or municipal site has been completed
- An injury to any person or damage to any vehicle or property
- A breakdown of equipment
- A street cannot be plowed, reporting reason (i.e. blocked by parked cars)

Contractor Supervision and City Inspections

All work outlined in the specification will be subject to periodic field inspections by a representative of the Department of Public Works. The Contractor's presence may be requested during inspections at any or all of the locations specified.

The work assigned under this contract shall be under the direct charge and direction of the Contractor. The Contractor shall provide efficient supervision to the work, using their best skill and attention. The Contractor shall at all times keep a competent Supervisor on duty, which shall have full authority to act on behalf of the Contractor, and all directions given to the Supervisor shall be as binding.

The work shall be completed entirely unless the Public Works Director shall specifically direct otherwise. If, in the opinion of the Public Works Director, it is necessary or advisable that certain portions of the work be done immediately, the Contractor, upon order, shall proceed to complete said work in a priority manner.

Contractors Responsibilities

The Contractor shall assume full responsibility for work and take all precautions for preventing injuries to persons and property. The Contractor shall be responsible for all losses if the conditions under which the work is done are different from what was estimated or expected.

Contractor shall hold harmless the City and its individual officers and agents from all claims relating to:

- Injuries to any persons or property, received or sustained by or from the Contractor, Contractor's agents, or employees, in doing the work or arising out of the work performed or to be performed.
- Any act, or neglect, of the Contractor, Contractor's agents or employees.

Contractor guarantees the reimbursement, repair or replacement and restoration of any area damaged by careless or accidental use of equipment or machinery. Contractor agrees to repair or replace any turf area, trees, parked vehicles, mailboxes, hydrants, and/or appurtenances damaged or destroyed by careless or accidental use of equipment or machinery in the performance of the Contract. **Turf areas are to be repaired with fresh sod** unless otherwise directed by the Public Works Director or their designee.

Contractor will be notified in writing of any reimbursement/repair/replacement/restoration work that needs to be done along with a deadline for when the work must be completed.

Contractor shall have no claim against the City for damage to their equipment or injury to the Contractor, its agents, employees or other individuals under its control.

Contractor Qualifications

The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein.

SPECIFICATIONS- CITY STREETS

In addition to the General Specifications listed above, the following specifications are unique to CITY STREETS plowing and salting.

Introduction

Snow removal services for CITY STREETS will be requested on an as-needed basis. The use of a supplemental snow removal contractor may be required in the event of long duration/repeated snowfalls or unforeseen equipment and/or labor shortages.

The City will retain primary responsibility for providing snow removal on CITY STREETS and will employ the use of standby contractor(s) on an as-needed basis. There is no guarantee that this aspect of the contract will be activated. Should it be necessary, this work will be performed on residential streets only, as directed by the Public Works Director, or their designee. The Contractor(s) will be utilized as a second shift, with City staff responsible for the snow removal at the beginning of the snow event.

The City will inform the Contractor of what equipment and personnel is needed for each event. For example, if the Contractor is called to remove snow from one City section (one square mile) the City may request one dump truck and one four-wheel drive pickup with certified operators. The Contractor will not be paid for snow removal equipment that was not requested by the Public Works Director or their designee.

Operational/ Procedural Requirements -Snow Plowing When Requested

For each snow event requiring the use of a supplemental snow removal service, the Contractor will be provided a snow route map, which will designate which streets require snow removal.

The Contractor will be responsible for the removal of snow on roads, which include subdivision streets and cul-de-sacs.

The roadways will be plowed the full width of the pavement from the center to both curbs ("curb to curb") to ensure drain structures are not covered and operate properly.

Snow from intersections shall be plowed parallel to the curbs so that no snow remains in the intersection. Intersections must be curved and snow deposited on tangent sections of street beyond the curved radii.

Snow from around cul-de-sacs shall be placed on cul-de-sac centers, or in areas so as not to block sidewalks, driveways or mailboxes.

Plowing shall be at a speed that is just sufficient to move snow, in the direction of traffic, and not at a speed that is unsafe or excessive.

Plowing equipment shall not turn around in private driveways.

Contractors shall not cause excessive snow to block any residential approach or walkway.

Contractor shall not clear snow from private driveways or approaches unless excessive snow from plow is blocking access or as otherwise directed by Public Works Director or their designee.

Contractors shall not perform private work while actively employed (plowing/salting during a snow event) for the City. Discovery of such work may result in immediate termination of contract.

Contractor shall turn in work logs daily noting time started, streets plowed, and end of shift. Contractor must follow the Michigan Motor Carrier Safety Act of 1963 for hours of operating a CDL required vehicle.

Operational/ Procedural Requirements –Salting, If Requested

Salt application on roadways will commence on the last pass of snow plowing and only when requested by the Public Works Director or their designee. Salt will be applied to cover the entire width of the road.

Salt shall be applied at a rate sufficient to melt accumulated snow/ice in order to permit safe passage after plowing has occurred.

Salt shall be applied to an equivalent of 250 pounds per lane mile. No sand or calcium chloride will be allowed as a treatment.

Contractor's trucks are to be loaded/reloaded with *City-purchased salt* at the Public Services yard by City staff.

Salt shall be applied to municipal roadways in sufficient quantities to melt any ice when:

1. Slippery, and/or icy conditions exist,
2. After any type of ice storm,
3. Once plowing has been completed, and/or
4. At the City's request.

Minimum Time Paid per Event

For each event over the initial four-hour period at prices bid.

Pricing

If the Contractor is called in to provide snow plowing services, a minimum of four hours of work will be paid at the respective contract unit prices. Travel time and "down time" will not be paid. The Contractor will be paid for documented hours worked

The hourly rate bid shall be all-inclusive representing all related costs including, but not limited to, equipment, labor, fuel, and insurance. The City will pay the Contractor at hourly rates awarded in the bid. Any premium for overtime, weekends, and/or holidays shall be the responsibility of the contractor.

No fuel surcharges will be allowed for the duration of the contract.

Response Time

The successful Contractor(s) will be required to respond to the City's request for service, via phone or email, within one (1) hour of being contacted. After this initial contact, the Contractor agrees to mobilize crews & equipment and report for work to the Department of Public Works no later than two (2) hours after the initial call, or as scheduled under mutual agreement.

General Requirements

Contractors are expected to stay within the City limits while working on snow removal services.

All unused salt provided by the City must be returned to the DPW yard prior to leaving the City limits at any time. Failure to do so may result in termination of the contract.

Road Weight Restrictions

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

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

https://investnovi.org/media/dpli5si/roadwayweightclassifications_2024_85x11.pdf

SPECIFICATIONS - MUNICIPAL SITES

In addition to the General Specifications listed above, the following specifications are unique to MUNICIPAL SITES plowing and de-icing and are considered "All Inclusive."

Introduction

Snow removal services at municipal sites will be contracted out for the upcoming winter. Municipal parking lots are prioritized by frequency of use by the public and municipal employees. They are classified for bidding purposes as priorities "1" and "2", with "1" being the highest priority. The City reserves the right to add or delete any of the lots if deemed to be in the best interest of the City.

The Contractor will retain primary responsibility for providing snow removal at MUNICIPAL SITES and will be responsible for all plowing and de-icing of parking lots and drive approaches. Sidewalks are not included in this contract. This work will be performed at municipal sites only, as directed by the Public Works Director or their designee.

Locations

Civic Center	45175 Ten Mile Rd.
Police Headquarters	45125 Ten Mile Rd.
Fire Station #1	42975 Grand River Ave.
Fire Station #2	1919 Paramount St.
Fire Station #3	42785 Nine Mile Rd.
Fire Station #4	49375 Ten Mile Rd.
Indoor Gun Range	26350 Lee BeGole Dr.
Public Library	45255 Ten Mile Rd.
Public Works	26300 Lee BeGole Dr.
Lakeshore Park	601 South Lake Dr.

Examination of Sites

Each bidder shall be responsible for visiting the sites of the proposed work to fully acquaint themselves with existing conditions so that they fully understand any difficulties associated with performing the work under the proposed contract. Bidders shall thoroughly examine all bid documents. The failure or omission of any bidder to receive and examine any form, instrument, addendum, or other document or to visit the site and acquaint themselves with conditions shall in no way relieve any bidder from any obligation with respect to their bid or to the contract. The submission of a bid shall be taken as evidence of compliance with this section.

Operational/Procedural Requirements - Snow Removal

During the normal workday from 7:00 a.m. to 10:00 p.m. and until the start of the normal workday on the following day, Contractor shall complete all plowing and salting operations as follows (see Bid Form for Priority Levels for each location):

Priority 1: Continuous Push – This is a full service treatment on all parking surfaces, with zero tolerance for any snow or ice accumulation (bare pavement). Service expectations include no-odor pre-treatment, on-call around the clock service as necessitated between October 15 – April 1; snow removal services between vehicles is required. A snow removal plan is required along with bid, outlining how care will be provided within one (1) hour of any accumulation of less than 1" and/or icing conditions.

Priority 2: This treatment is necessary for all parking surfaces, with zero tolerance for any snow accumulation greater than two (2) inches, or any ice, as outlined, during the normal workday. "Normal workday" is specified above. Service expectations include no-odor pre-treatment, around the clock service availability, as necessitated, between October 15 – April 1. A snow removal plan is required along with bid, outlining how care will be provided for each location within two (2) hours of snow accumulation equal to or greater than 1" and/or icing conditions.

Contractor will treat all municipal sites serviced under this contract as a priority during a snowstorm and perform its duties in a manner so as to least likely disrupt the residents of the community.

Contractor understands and agrees to perform all work in a good and competent manner without delay and by exercising due diligence in accordance with the specifications set forth herein this contract and in accordance with industry standards and procedures.

It is understood and agreed between the parties that time is of the essence with respect to all terms of this contract, and in particular with respect to the performance of work called for herein. Contractor agrees to commence work immediately when the conditions described herein exist and/or immediately after the City notifies Contractor of the need for services in accordance with this contract. Contractor acknowledges that its failure to perform its duties as described herein may cause serious or grave injury to the City by virtue of injury to its residents, other individuals, or damage to property.

Snow shall not be pushed against light poles, trees, carports, fences, or moved to a location on the property or adjoining property which would be known or anticipated that snow would melt and freeze into ice on the abutting sidewalk, steps, walkway or other area posing a dangerous and hazardous condition to individuals who traverse that area. No snow is to be pushed onto the street or landscape area. Pushed snow will not cause damage to signs, shrubs, bushes or trees.

Plowed snow must not block or cover drains, fire hydrants, emergency exits or drives, sidewalks or carports. Snow shall not be pushed to locations to cause vision obstructions at intersections, block entrances, block handicap ramps, or usable parking lot spaces.

Handicap parking areas shall be cleared in a manner to allow ingress and egress; snow shall not be plowed into any handicap parking area.

Snow shall not be pushed onto sidewalks or handicap ramps.

Contractor agrees to supervise, inspect and direct all work performed at the municipal sites. Contractor will be responsible for the work and its employees and take reasonable precautions to protect the property and adjoining or abutting properties, and the safety of individuals who traverse those areas.

Contractor shall be responsible to the City and residents or property for the acts and/or omissions of all the Contractor's employees, subcontractors, agents or others performing work on behalf of said Contractor. Contractor shall be responsible for all property damages caused by the performance of work called herein and shall promptly repair all damages to the condition that existed prior to the damage or reimburse the injured party for the cost of making such repairs.

Contractor agrees that this contract shall not be subcontracted or assigned without first seeking and obtaining the expressed written consent of the Public Works Director.

The City may, as conditions require, order changes in the work, consisting of additions, deletions or other revisions and the contract price and contract time adjusted accordingly. The City must authorize any revisions in writing.

Plowing at the assigned municipal site(s) shall proceed in a pattern that will permit the areas nearest to the adjacent building to be cleared first so that early arrivals may have easy access to the buildings.

The awarded contractor(s) is required to return to plow areas not able to plow because of parked cars after those facilities are closed.

Operational/ Procedural Requirements – De-icing (salt and/or brine)

The Contractor shall provide a cost per site to complete all de-icing operations. Salting locations shall include parking lots only.

De-icing materials/liquids shall be applied whenever conditions exist that would cause formation of frost, ice and/or snow on the sites, or as otherwise requested by the Director of Public Works or their designee. Contractor will provide the de-icing materials/liquids.

De-icers shall be applied at the equivalent of, or greater than of 300 pounds or 160 gallons per lane mile.

Unless otherwise directed by the Public Works Director or their designee, all sites awarded/assigned to the Contractor shall receive a full de-icing application immediately following each plowing operation. Salt shall be applied to municipal sites in sufficient quantities to melt any ice:

- After plowing has been completed;
- When snow accumulations are less than 1 inch;
- When slippery, and/or icy conditions exist;
- After any type of ice storm or frost;
- At the Public Works Director or their designee's request.

Salt shall be applied at a rate sufficient to melt accumulated snow/ice in order to permit safe passage to/from municipal sites after plowing has occurred.

No sand or calcium chloride will be allowed as a treatment on driving surfaces unless prior approval is obtained by the Public Works Director or their designee.

At all times during the existence of chronic ice, Contractor must maintain a salting program for each area of the properties to assure maximum safety.

Communication

Contractor must email the Public Works Director, or their designee, to convey the number of pushes and de-icing treatments at each site at the conclusion of an event.

Pricing

The rate bid per municipal site shall be all-inclusive representing all related costs including, but not limited to, equipment, labor, fuel, and insurance. The city will pay the Contractor at the hourly and/or per push rates awarded in the bid. Any premium for overtime, weekends, and holidays shall be the responsibility of the contractor.

No fuel surcharges will be allowed for the duration of the contract.



**CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A**

1. The Contractor shall maintain at its expense during the term of this Contract, and supply proof, 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, Finance Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be PRIMARY COVERAGE rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be

affected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

6. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
7. The City has the authority to vary from the specified limits as deemed necessary.

**ADDITIONAL REQUIREMENTS
HOLD HARMLESS/INDEMNITY**

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
 - A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
 - B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
 - C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

CONTRACT FOR SNOW REMOVAL SERVICES

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and B&B Landscaping Inc., whose address is 5392 Pleasant Hill Drive, Fenton, Michigan 48430, (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 one year from the date of signature. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount services and materials as specifically set forth in the completed Proposal attached which is 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. With respect to the annual pre-payment amount, Client will pay Contractor in four (4) equal installments of approximately Sixty-One Thousand Six Hundred Eighty-Two Dollars and Fifty Cents (\$61,682.50) to be paid on or about November 1, 2024, December 1, 2024, January 1, 2025, and February 1, 2025. Payment is subject to the credit and additional payments schedule set forth in Schedule A. All credits and additional required payments shall be invoiced within 30-days of the last service provided for the season. For services rendered on an hourly basis in accordance with Schedule A, Contractor shall invoice Client on a monthly basis. 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. 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 Contractor 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 the event of early termination, payments for services provided shall be on a per push basis. Client shall pay for all pushes completed through the final termination date. 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 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 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, Victor Cardenas and City Clerk, Cortney Hanson
 Contractor: Robert Anton, CEO, B&B Landscaping Inc.

- 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 last listed below.

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Justin Fischer
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

WITNESS AND DATES
OF SIGNATURES:

CONTRACTOR

Date: _____

By: Robert Anton
Its: CEO