INVITATION FOR BIDS

SNOW REMOVAL SERVICES



Sealed bids will be received in the City of Northville Council Chambers, City Hall, 215 W. Main Street, Northville, Michigan 48167 until 10:00 A.M. local time on **September 13, 2023** for **CITY OF NORTHVILLE SNOW REMOVAL SERVICES** as specified. This invitation for bids with all pages, documents, and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed bid shall constitute a contract between the City of Northville and the successful bidder when approved and accepted on behalf of the City by an authorized official or agent of the City.

All bidders shall complete the Bid and Award page and submit all information requested herein in order for a bid to be responsive. Failure to do so may result in the bid being rejected as non-responsive. The bid document shall be returned in its entirety, in a properly identified and sealed envelope to the City Clerks Office, 215 W. Main Street, Northville, Michigan 48167. This bid shall bear the inscription "Bid for CITY OF NORTHVILLE SNOW REMOVAL SERVICES". Bids must be received before the time of the Bid Opening. Late bids will not be considered. The City reserves the right to postpone the Bid Opening for its own convenience.

The Contractor will be expected to comply with all regulation specified in Title VI as outlined in this document. Proof of required insurance will also be required if awarded a contract.

The City of Northville reserves the right to waive any irregularity or informality in bids, to reject any and/or all bids, in whole or in part, or to award any contract to other than the low bidder, should it be deemed in its best interest to do so.

Mike Domine Public Works Director mdomine@ci.northville.mi.us Michael Smith
City Clerk
msmith@ci.northville.mi.us

BID AND AWARD

The undersigned, having become thoroughly familiar with all the bid/contract documents incorporated herein, the parking lot sites described in this document, and local conditions affecting the work, hereby proposes to undertake the proposed work in strict conformity with these documents in a professional workmanlike manner for the City of Northville at the unit prices stated below. The Contractor may be needed for three or more snow events and will be paid for each snow removal event in which they are called in to plow at the prices provided as follows:

PLOWING (No Salting Required)

	ITEM DESCRIPTION	Cost per Snowfall
1	Cady Deck	\$
2	Main Centre Deck	\$
3	Northville Square Parking Lot	\$
4	Old Church Square Parking Lot	\$
5	Marquis Parking Lot	\$
6	E. Main Street Parking Lot	\$
7	Church Street Parking Lot	\$
8	Mill Race Village Parking Lot	\$
9	Tipping Point Theater Lot	\$
10	E. Cady Street Parking Lots	\$
11	Hutton Street Parking Areas	\$
12	Mary Alexander Court	\$
13	Allen Terrace Parking Lot	\$
14	City Hall Parking Lots	\$
	Total Bid	\$

The undersigned bidder agrees that the following is a complete and accurate list of all sub-contractors to be utilized if awarded this contract and any changes from this list shall be permitted only with the consent of the City of Northville.

LIST NAME OF EACH SUB-CONTRACTOR AI	ND BRIEF DESCRIPTION O	F WORK TO BE DO	NE:	
I hereby state that all of the in state that I have the authority to subm City of Northville. I hereby state tha other bidder, nor have I made any ag official or employee of the City of Nort	nit this bid, which will b t I have not communion preement with nor offo	pecome a binding cated with nor o ered or accepted	contract if accep therwise colluded anything of valu	ted by the I with any e from an
I hereby state that I am willing 2025). Please indicate by circling YES	• •	a second year (N	ovember 1, 2024 t	o May 30,
I hereby state that I am willin 2026). Please indicate by circling YES		r a third year (No	ovember 1, 2025 t	o May 30,
I hereby state that I have readocument.		ree to be bound	by all the terms	of this bid
Signature	Name 			
Date	Title			
Firm Name:	Address			
Telephone				
Accepted by the City of Northville:				
	Name		Date	

INSTRUCTIONS TO BIDDERS

- **1. EXAMINATION OF BID DOCUMENT** Before submitting a bid, bidders shall carefully examine these specifications and shall fully inform themselves as to what is required by the City of Northville. The bidder shall indicate in the bid the sum to cover the cost of all items included on the bid form.
- **2. PREPARATIONS OF BID** The bid shall be legibly prepared in ink or typed. If an amount already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new amount entered above or below and initialed by the bidder with ink. The bid shall be legally signed and the complete mailing address of the bidder given thereon.

All bids shall be tightly sealed in an opaque envelope and properly identified. Bids opened by mistake, due to improper identification, will be so documented and resealed. The City of Northville will maintain and guarantee confidentiality of the contents until the specified opening date and time.

- **3. EXPLANATION TO BIDDERS** Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bids (IFB) and attachments must be requested in writing, and with sufficient time allowed for a reply to reach all prospective bidders before submission of their bid. Any information given to a prospective bidder concerning the IFB will be furnished to all prospective bidders as an amendment or addendum to the IFB if such information would be prejudicial to uninformed bidders. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, or by letter or telegram received before the time set for opening of bids. Oral explanation or instructions given prior to the opening will not be binding.
- **4. WITHDRAWAL OF BIDS** Bids may be withdrawn in person by a bidder or authorized representative provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bid.
- **5. ALTERNATE BIDS** Bidders are cautioned that any alternate bid, unless specifically requested, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirement of this IFB may be considered non- responsive, and at the option of the City, result in rejection of the alternate bid.
- **6. LATE BIDS** Any bid received at the office designated herein after the exact time specified for receipt will not be considered. (Note: The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.)
- **7. UNIT PRICES** If there is a discrepancy between unit prices and their extension, unit prices shall prevail.
- **8. SCHEDULE** This project covers the plowing of various different parking lots located within the City Limits of the City of Northville. This contract shall run from November 1, 2023 and conclude on May 30, 2024. **Bidder should indicate on page 2 of his/her bid if they are willing to hold his/her prices for a second and third year.**

AGREEMENT

CITY OF NORTHVILLE

Snow Removal Services

THIS AGREEMENT is made this	day of	, 2023 by and between
the CITY OF NORTHVILLE hereinafte	er referred to as the	"OWNER", and
	hereinafter ref	ferred to as the "Contractor" as
follows:		
That whereas the Owner by due Ad the work hereinafter specified; and accepted.		, ,
NOW THEREFORE, the OWNER and forth, agree as follows:	the CONTRACTOR fo	or consideration hereinafter set

1. WORK INCLUDED:

The contractor shall furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and perform and complete all the work called for in the specifications in strict compliance with these Contract Documents, which are hereby made a part of the Contract, including any addenda issued during the bidding process.

2. TIME OF COMPLETION:

The Contractor shall begin work under this contract on a date specified in a written "NOTICE TO PROCEED" and shall perform the specified work over one and perhaps two or three winter periods with an anticipated completion date of May 30th, of each year.

3. CONTRACT PRICES:

The OWNER shall pay and the contractor shall receive in full compensation for doing the work under this contract, payments being computed based upon the unit price for work done, as shown in the "BID AND AWARD" document.

4. CONTRACT DOCUMENTS:

The Advertisement for Bids, the Bonds, the Bid and Award Document, the General Conditions, the Technical Specifications, the Special Conditions, Instructions to Bidders, Title VI requirements, together with the Agreement constitute the Contract Documents

for this Contract, and all are fully a part of the Contract between the City of Northville and the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in (3) counterparts.

WITNESS:		
	(Name of Contractor)	
	(Company)	
	(Mailing Address of Contractor)	
	(Email address of contractor)	
	(24 hr. Phone number of Contractor)	
	By:	
	Title:	
	CITY OF NORTHVILLE	
	By:	
	(Public Works Director)	
	Witness:	

GENERAL SPECIFICATIONS

- **1. AWARD -** Project will be awarded on a total basis -NOT SPLIT.
- **2. GUARANTEE** The Contractor shall guarantee all materials and workmanship.
- **3. SAFETY** The Contractor shall conform to all applicable OSHA and MIOSHA regulations.
- **4. INDUSTRY RULES AND CODES** The successful bidder shall keep fully informed of all local, state, and federal laws, ordinances, and regulations. The successful bidder shall at all times observed and comply with such laws, ordinances, and regulations, which pertain to all materials, equipment, and employees.

Any permits, licenses, certificates, or fees required for the performance of the work shall be obtained and paid for by the successful bidder.

- **5. REMOVAL OF RUBBISH** During the course of plowing parking lots the Contractor shall pick up and remove any litter and rubbish materials encountered during his/her work.
- **6. DIRECTOR'S STATUS** The Director of Public Works or his duly authorized representative will have general authority to stop the work whenever such stoppage may be necessary to insure the proper execution of this contract. He shall have the authority to reject any work which does not conform to the contract and to decide questions or interpretation which may arise from the contract documents.

SPECIAL CONDITIONS

- 1. **INTENT** It is the intent of these plans and specifications to provide for a contractor who shall provide all labor, materials, tools and equipment necessary to perform snow plowing of parking lots during late night and early morning hours at several locations inside the City of Northville, as specified herein.
- 2. SCOPE OF WORK This project includes the proper plowing of parking lots owned and controlled by the City of Northville. The purpose of this project is to eliminate the need for overtime plowing activities for City employees. Contractor will be expected to work through the night (2:00 a.m. to 6:00 a.m.) plowing parking lots in the City of Northville when snow accumulates to 3 inches or more as determined by the Director of Public Works or his duly authorized representative. There may be times during a weekend and on holidays when City employees are not working, that the Contractor could be called during snow events to remove snow from parking lots.
- **3**. **SNOW FALL EVENT-** when snow accumulates to 3 inches or more as determined by the Director of Public Works or his duly authorized representative will contact contractor to schedule or mobilize to remove snow from the parking lots.
- **4. SIDEWALKS** Contractor shall be careful not to plow snow onto sidewalks running through or adjacent to the parking lots. However, snow removal on sidewalks is not required as a part of this bid. In addition, the Contractor shall not plow snow onto roadways, or across public roadways or into handicap stalls.
- **5. QUANTITIES** The snow plowing locations shown in the BID & AWARD page are approximate only and may be subject to minor increase or decrease. Plowing locations indicate where snow is to be stored on the parking lot for DPW removal. **Snow is not to be pushed into landscaped islands located in and around the parking lots**
- **6. INSPECTION OF WORK** The City's Public Works Department shall inspect the plowing activities and point out to the Contractor's supervisor any discrepancies between what is being performed and what is required under this contract. The Contractor shall immediately make adjustments to eliminate these discrepancies, or face withholding of payment and possible termination of this agreement.
- **7. SUPERVISION** The Contractor shall employ an experienced supervisor or foreman on the job when performing all work.
- **8. MATERIALS INSPECTION AND RESPONSIBILITY** The Public Works Director shall have the right to inspect any equipment being used in carrying out the terms of this contract. Any equipment or completed work, which does not comply with these specifications, shall be replaced by the Contractor at no cost to the City.
- 9. **QUESTIONS** Bidders shall address questions regarding this project to Mike Domine, **Public Works Director** at (248) 305-2708.
- **10. PAYMENT** The Contractor shall invoice the City on a monthly basis for each time he/she is called out to plow the parking lot, when in the opinion of the Public Works Director, or his representative, that snow will or has accumulated to 3" or more. As a unit price contract, the contractor will be paid for each time he is requested and he performs this service for the City of Northville.
- **11. HANDICAP PARKING SPACES** It is imperative that before leaving the project site after clearing all the parking lots that the Contractor check all handicap spaces within the Northville parking system and make sure that all are cleared of any snow.
- **12. COMPLETION** It is important that the Contractor creates a snow removal work plan that assures completion of all specified parking lots before 7:00 a.m. in the morning.

INDEMNITY AND INSURANCE

Contractor agrees to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Owner, its Employees elected and appointed officials, agents and volunteers from and against any and all claims injuries, demands, damages, costs, expenses, liability, suits, (including actual attorney's fees and costs of defense), or liability (including actual attorney's fees and cost of defense), proceeding, orders, and decrees of every nature and description arising before, during, or after completion of the Contractor's work caused or alleged to have been caused by, arising out of, or resulting from or occurring in connection with the performance of the work, lack of performance of the work, and/or any activity associated with the work of the contractor, its agents, employees, subcontractors, or subconsultants.

The obligation of the contractor to defend, indemnify and hold harmless the Owner shall survive and continue after final payment, completion of the work, and completion and/or termination of this agreement.

The Contractor shall procure and maintain during the life of this Agreement the insurance requirements as listed below and furnish within five (5) working days of Notice of Award, a Certificate(s) of Insurance, as well as required endorsements, providing insurance coverage as follows:

- (A) Workers' Compensation Insurance Including employers' Liability Coverage, in Accordance with all applicable statutes of the State of Michigan.
- (B) Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and completed Operations;
- (C) Automobile Liability Insurance including Michigan No-Fault Coverages, with limits of liability no less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and hired vehicles
- (D) Additional insured Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be additional Insureds: The city of Northville, all elected and appointed officials, all employees, and volunteers, all boards, commissions, and/or authorities and board members including employees and volunteers thereof. It is understood and agreed that by naming the city of Northville as additional insured coverage afforded is considered to be primary and any other insurance the City of Northville may have in effect shall be considered secondary and/or excess.
- (E) Cancellation Notices All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, ten (10) days for non- payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Dianne Massa, Clerk, city of Northville, 215 W. Main Street, Northville, Michigan 48167.
- (F) Proof of Insurance Coverage The contractor shall provide the Owner at the time that the Contracts are returned by him/her for execution a copy of Certificates of Insurance as well as required endorsements for all coverage as listed above.

If any of the above coverage expires during the term of this agreement, the contractor shall deliver renewal certificates and/or policies and endorsements to the Owner at least ten (10) days prior to the expiration date. All coverage shall be with insurance companies Licensed and admitted to do all business in the State of Michigan and acceptable to the Owner. The requirement above should not

be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

TERMS AND CONDITIONS

1. AWARD OF CONTRACT

A. This contract will be awarded by the City of Northville to the lowest responsible bidder whose bid, conforming to these contract documents will be the most advantageous to the City.

Notification of award will be in writing from the Public Works Director or his duly authorized agent. Upon notification, the Contractor shall submit to the Northville DPW all required insurance certificates and such other documentation as may be requested in this document. Upon their receipt and subsequent approval by the City, the Contractor will receive a written "Notice To Proceed" Work shall not proceed until such notice is received by the Contractor.

- B. Changes in the bid prices by the bidder shall not be allowed. However, the City of Northville reserves the right to negotiate with bidders in the event of , but not limited to:
 - No bids received
 - Prices quoted are over budget and/or unreasonable
 - An option is submitted that modifies the service and reduces the cost.

2. COMPLETE CONTRACT

This bid document together with its addenda, amendments, attachments, modifications, when executed, becomes the complete contract between the parties hereto, and no verbal or oral promises or representations made in conjunction with the negotiation of this contract shall be binding on either party.

3. SUBCONTRACTORS - NON ASSIGNMENT

Bidders shall state in writing any and all sub-contractors to be associated with this bid, including the type of work to be performed. The Contractor hereby agrees and understands that the contract resulting from this solicitation shall not be transferred, assigned or sublet without prior written consent of the City.

4. TAXES

The City is exempt from all federal excise tax and state and use taxes. However, depending upon the situation, the vendor or contractor may not be exempt from said taxes and the City of Northville is making no representation as to any such exemption.

5. PAYMENTS

Unless otherwise specified by the City of Northville in this document, the Contractor will be paid in not more than thirty days after receipt of a properly executed invoice, the sum stipulated herein for supplies delivered and accepted, or service rendered and accepted. Payments will be processed by the City upon receiving the original invoice from the Contractor and approval by the Public Works Director. Contractor shall invoice per snow fall called in for service. Payments are to be made on a monthly basis.

6. CHANGES AND/OR CONTRACT MODIFICATIONS

The City reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Contractor and the City.

Changes of any nature after contract award, which reflects an increase or decrease in requirements or cost, shall not be permitted unless a properly drafted Change Order is submitted to the Public Works Director. City Council approval is required. If changes are performed in advance of City Council approval, this work may be subject to denial and non-payment.

7. DEFAULT

The City of Northville may at any time, by 30 day written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- Failure to provide insurance and bonds when called for, in the exact amounts and within the time specified or any extension thereof.
- Failure to perform the services within the time specified herein, or any extension thereof.
- The unauthorized substitution of articles for those bid and specified.

- Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- Failure to perform in compliance with any provision of the contract.

8. STANDARD OF PERFORMANCE

The Contractor guarantees the performance of the commodities, goods or services rendered herein accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided.

Upon the City's notice of the Contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, the Contractor shall immediately remedy said defective performance in a manner acceptable to the City and required by these contract documents. Should the Contractor fail to immediately correct said defective performance as required by these documents, said failure shall be considered a breach of this contract and grounds for termination of the same by the City. In the event of any breach of this contract by the Contractor, the Contractor shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such goods or services with another Contractor.

The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Contractor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the City may bar the Contractor from being awarded any future contract with the City.

All remedies available to the City herein are cumulative and the election of one remedy by the City shall not be a waiver of any other remedy available to the City.

9. INDEPENDENT CONTRACTOR

At all times, the Contractor, any of his/her employees, or his/her subcontractors and their subsequent employees shall be considered independent contractors and not Northville employees. The Contractor shall exercise all supervisory control and general control over all worker duties, payment of wages to Contractor's employees and the right to hire, fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor or his/her employees be entitled to sick leave, pension

benefit, vacation, medical benefits, life insurance or worker's unemployment compensation or the like.

10. PROJECT SUPERVISOR

The Contractor and/or Project Supervisor shall be available to meet with the City at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed two working days after the request; and, if in the sole opinion of the Public Works Director, the severity of the circumstance warrants, no more than one working day.

11. INSPECTION OF WORK SITES

Before submitting a bid for this work, the Contractor shall be responsible for examining the work site and satisfying himself/herself as to the existing conditions under which he/she will be obliged cooperate, or that in any way affects the work under this contract. No allowance shall be made subsequently, on behalf of the Contractor, for any negligence on his/her part in not being familiar with the parking lot sites.

12. NIGHTS, SATURDAYS, SUNDAYS AND HOLIDAYS

Work under this project shall be done on off hours, during the night, over the weekends and on holidays. Plowing **will not be permitted** during the hours of 7:00 a.m. and 4:00 p.m. on normal weekdays unless authorized by the Public Works Director or his duly authorized representative.

13. NOTIFICATION OF NECESSARY PLOWING

The Public Works Director or his duly authorized representative shall contact the successful contractor in advance of all plowing operations. When the City's representative has determined that there is or will be three (3) inches of snow, he will contact the contractor directing him/her to begin his/her snow removal operations. This procedure shall be used for nighttime plowing as well as Saturday, Sunday and holiday plowing. Bidder must provide a valid email address and phone number to receive notifications. The Contractor must begin plowing within one hour of notification.

14. STOCKPILING SNOW

The drawings attached to this document indicate the general area in which snow is to be plowed to. The Contractor shall push the snow to these locations in a manner to minimize the amount of lost parking spaces. The Contractor shall not push snow so as to create any hazardous or dangerous conditions for motorist or

pedestrians. In no situations should snow be push into handicap parking spots, sidewalks, adjacent private property or landscaped areas.

TECHNICAL SPECIFICATIONS

GENERAL PLOWING

- A. Parking lots are to be plowed when snow accumulates 3 inches or higher.
- B. Service shall be furnished 7 days a week including holidays. Contractor shall respond within one hour of notification. Under no condition shall work be performed during week days between the hours of 7:00 a.m. and 4:00 p.m. Therefore, the Contractor should have enough equipment and manpower to undertake the work and complete it within approximately four (4) hours.
- C. If the Department of Public Works has to provide snow plowing services that the contractor has not properly performed, the cost for this extra DPW effort shall be charged back to the contractor at a rate of \$100 per hour per employee.
- D. To avoid damage to pavement, Contractor will not be allowed to use shoes on their snow blades.
- E. Salt is not being called for in this bid. However, salt may be used by the Contractor at his/her own cost if the Contractor needs it to complete his required plowing. Contractor is to plow the parking lots during the night into designated areas as outlined in these documents. Plowing is to be completed before 7:00 a.m. and the placement of salt is to be left up to the Department of Public Works.
- F. Snow piles shall be properly placed to minimize the loss of parking spaces.
- G. Any damage to sidewalk, curb, manhole casting, landscaping etc. caused by snow removal is the responsibility of the Contractor to repair at no additional charge to the City
- H. The Contractor shall use rubber blades when plowing the top level of the two parking decks covered under this contract (the Main Centre Deck and the Cady Deck). Mill Race Village will be replacing drive lane to Brick Pavers in 2024 and will require rubber blade plowing.
- The Contractor shall start on the west side of the downtown area and proceed eastward. Allen Terrace and City Hall should be given highest priority for snow removal.

SNOW PLOWING SERVICES LOCATION SITES

(See City Maps)

Location

W. Main Street @ S. Wing Street

CONTRACT A 1. **Cady Deck Mary Alexander Court** 2. **Main Centre Deck** E. Cady Street @ S. Center Street 3. **Northville Square Parking Lot** E. Cady Street @ S. Wing Street 4. **Old Church Square Parking Lot** N. Wing Street @ W. Dunlap Street 5. **Marquis Parking Lot** E. Dunlap Street @ Hutton Street 6. E. Main Street Parking Lot E. Main Street @ Hutton Street 7. **Church Street Church Street Parking Lot** 8. Mill Race Village Parking Lot N. Griswold Street 9. E. Cady @ S. Griswold Street **Tipping Point Theater Parking Lot** 10. **E. Cady Street Parking Lots** E. Cady Street S. Hutton Street 11. **Hutton Street Parking Areas** 12. **Mary Alexander Court Mary Alexander Court** 13. **Allen Terrace Parking Lots** High Street @ Elm Street

No.

14.

Name

City Hall Parking Lots