

SNOW AND ICE REMOVAL CONTRACT

THIS SNOW AND ICE REMOVAL CONTRACT ("Agreement") is entered into this ____ day of October, 2017, by and between the Northfield Township, ("Township") whose address is 8350 Main St., Whitmore Lake, Michigan 48189, and MMPW Services / Unique, LLC. ("Contractor"), A Michigan Limited Liability Corporation, whose registered office address is 6275 Tower Rd., Plymouth, Michigan 48170.

1. **Scope of Service.** Contractor shall perform these services for Township, automatically and without need for any request (the "Services"): **Salt all drive lanes, fire lanes, parking areas and sidewalks on the Property listed on *Exhibit C* attached hereto upon start of snow or ice accumulation. Rock salt shall be used in drive lanes, fire lanes and parking lots; rock salt shall be used on concrete and sidewalks. Plow drive lanes, fire lanes and parking lots, plow or shovel sidewalks and paved courtyards, and salt when one and a half (1.5) inches of snow or ice accumulates. Plow wooden bridge structure when two (2) inches of snow or ice accumulates. Snow removal shall be pursuant to the Snow Removal Guidelines attached as *Exhibit A*.**
2. **Term.** The term of this Agreement starts on the Commencement Date set forth in paragraph 3 and, unless sooner terminated, ends on the Termination Date set forth in paragraph 3. Township shall have the right, in its sole discretion, to terminate this Agreement on five (5) days' prior written notice to Contractor, and Contractor shall be paid for its Services to the effective date of termination.
3. **Seasonal price.** This bid is based on the 1 year Per Push pricing submitted with Contractor Bid (***Exhibit D***). The season shall commence November 2017 and shall terminate at the end of April 2018. Payment shall be made on the 1st and 15th of each month upon receipt of Per Push invoices from Contractor. Snow plowing is to commence within a reasonable time after the accumulation reaches a minimum of 1.5". Salting will commence when snow fall is less than 1" and as needed throughout a storm. Rock salt will be used when needed if the non-motorized path becomes too slippery. On wooden structures where rock salt cannot be used, that section of the path will be plowed when snow fall is two (2) inches or greater. Snow depths shall be determined by the official report of the National Weather Service. If the customer so elects, their place of business should be plowed before business hours.
4. **Performance.** Contractor shall perform all Services diligently and in a good, professional and first-class manner, using good quality materials, equipment and workmanship and sufficiently trained personnel (including supervisors when appropriate) to complete the Services in a safe and timely manner which does not unduly interfere with the operation of the Property, the businesses therein and their suppliers. Contractor shall obtain and maintain, at its expense and at all times during the term of this Agreement, all necessary licenses, permits, training or other authorizations which may be necessary to perform the Services.

5. Independent Contractor. Contractor shall be an independent contractor, and all persons working under the direction of Contractor shall be employees of Contractor and not of Township. Contractor, and not Township, shall be liable for the payment of their wages, benefits and all taxes with respect thereto, and Contractor shall comply with all applicable, federal, state and local laws, regulations, codes, rules and ordinances with respect to (a) the hiring, employment, compensation, health and safety of employees and (b) the environment. Contractor agrees that Township shall not be liable for any loss of or damage to Contractor's materials or equipment located on the Property.
6. No Subcontracting or Assignment by Contractor. Contractor shall not engage subcontractors to perform Services without Township's prior written consent. This is a personal service contract with Contractor, and as such is not assignable by Contractor, but may be assigned by Township upon the sale or conveyance of the Property. No references in this Agreement, including in its exhibits, to subcontractors shall be construed to authorize their use without Township's prior written consent.
7. Insurance. Throughout the term of Agreement, Contractor shall maintain insurance in accordance with the requirements set forth separately on **Exhibit B** attached hereto (for convenient delivery to Contractor's insurance agent). Contractor shall deliver to Township a certificate of insurance evidencing that all such coverage's are in full force and effect before starting to perform Services, and if Contractor's insurance shall expire or terminate before the Termination Date, Contractor shall deliver a new certificate of insurance evidencing the new policies of insurance not less than ten (10) days before the new policies go into effect.
8. Indemnification. Contractor assumes the entire responsibility and liability for, and agrees to pay, indemnify, defend and hold harmless Township, and its respective principals, agents, affiliates, stockholders, directors, partners, members, officers, managers, employees, trustees and beneficiaries (collectively, the "Indemnified parties") from and against any loss, expense, liability, damage or cost (including, without limitation, judgments, attorneys' fees and costs, court costs and the cost of appellate proceedings) which any of the Indemnified Parties incur because of injury or death of any person or on account of damage to property (including but not limited to, damage to buildings, curbs, parking blocks, islands, sidewalks, light poles, signs, landscaping, paving or striping of the Property or equipment used in connection therewith), including the loss of use thereof, or any other claim arising out of, in connection with or as a consequence of the performance of, or failure to perform, the Services by Contractor, its agents, employees, subcontractors or any one for whose acts Contractor may be liable with the respect to the Services. Contractor, for itself and its agents, employees and subcontractors, and any party claiming through any of them, also waives all right of recovery, claim, action or cause of action against the Indemnified Parties for any matters described in the preceding sentence. This indemnity shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by contract or by any federal or state law.

9. Default and Remedies. If Contractor fails to perform the Services as required by this Agreement or otherwise defaults under this Agreement, Agent on behalf of Township, may, in its sole discretion and in addition to any other rights at law or in equity, (1) send notice of the default to Contractor and demand strict performance of the terms of this Agreement; (2) cancel this Agreement by notice to Contractor; or (3) cure the default, without notice to Contractor, and deduct the cost to sure and any direct and consequential damages from any payment due to Contractor, then Contractor shall, immediately on presentation of Township's invoice, reimburse Township for the cost of curing Contractor's default and such direct or consequential damages.
10. Notices. Any notice by Contractor to Township shall be sent or delivered in writing to Township at the address first set forth above, and any notice by Township to Contractor shall be sent or delivered in writing to Contractor by fax to the "Fax #" set forth above or by overnight courier service or certified mail, return receipt requested, to the "Contractor's Address" set forth above.
11. Time is of the Essence. All time limits in this Agreement and any exhibits hereto are of the essence of this Agreement.
12. Miscellaneous. No failure of Township to enforce the terms of this Agreement shall constitute a waiver by Township of any contractual right under this Agreement. This Agreement may only be modified by writing signed by Township and Contractor. The right and duties arising under this Agreement shall be governed by the law of the State of Michigan. If any action is brought to enforce this Agreement, the prevailing party may recover from the other party its reasonable attorney's fees and costs in connection with such action.

NORTHFIELD TOWNSHIP

BY: Steven Aynes

ITS: Township Manager

Date: _____

MMPW Services/ Unique, LLC

BY: _____

ITS: Managing Member

Date: _____

EXHIBITS ATTACHED:

Exhibit A: Snow Removal Guidelines

Exhibit B: Insurance Requirements

Exhibit C: Plan of the Property

Exhibit D: Copy of Contractor Bid Sheet

EXHIBIT A

SNOW AND ICE REMOVAL GUIDELINES

1. Contractor shall provide its own employees, equipment, and supplies necessary to complete the Services described hereunder which include clearing all drive lanes, parking areas, sidewalks adjacent to buildings, and public sidewalks.
2. Contractor will comply with all federal, state, and local governmental laws, regulations, codes and ordinances.
3. Contractor will begin plowing at the Property as soon as the snow or ice reaches a depth of 1.5 inch, regardless of time of day or night or the day of the week.
4. All work shall be completed in a workmanlike manner consistent with customary industry practices.
5. Contractor shall supply a mechanically spread deicing rock salt at Contractor's own discretion. Contractor shall spread calcium chloride on concrete walkways. Calcium Chloride will not harm concrete and landscaping.
6. For snowfalls of 2"-6" depth, all snow shall be plowed away from the buildings and pushed to the farthest end of the parking lot. No Snow shall be piled up and stacked around light posts, or onto islands or landscaping.
7. For snowfalls of more than 6" depth, all snow shall be plowed away from the buildings. Contractor may windrow snow to each island or light post, upon request; windrows will be removed at no additional cost. Contractor will relocate snow that has accumulated during the Term, if such accumulation begins to impair access to the Property entrance, fire lanes, interior roadways or designated parking stalls.
8. Contractor shall return during the day to plow vacant parking stalls. If a majority of the parking stalls are still occupied, Contractor shall return the next day before 9:00a.m. to plow as many stalls as possible.
9. When snow begins to fall with heavy and rapid accumulations shortly before or during business hours, Contractor will begin plowing the snow from the parking lot using the fastest method possible. In some cases this means windrowing snow at islands or even light posts, and it is understood that the snow will be removed from such places upon request. Stacking snow onto islands may be necessary, depending upon snowfall accumulation and time limitations.

10. Contractor shall not create drifts in front of dumpster enclosures, fire lanes, or entrances, on sidewalks or blocking walkways and agrees to remove Contractor-created drifts at no additional cost. If Contractor does not remove the drifts in front of the fire lanes and dumpster enclosures, Contractor agrees to pay any expenses incurred by Township for removal of said drifts.

EXHIBIT B

INSURANCE REQUIREMENTS

During the term of this Snow Removal Contract, Contractor shall comply with the insurance provisions set forth below. The insurance specified below shall be maintained by Contractor, at its expense, and certificates thereof shall be presented to Township in form and content satisfactory to Township prior to commencement of the Services. The insurance as follows:

- a. Worker's Compensations in accordance with the laws of the state in which the Property is located;
- b. Employer's liability in an amount not less than \$1,000,000.00;
- c. Comprehensive general liability on an occurrence from for (i) bodily injury and (ii) property damage with limits of at least \$1,000,000.00 combined single limit each occurrence, including but not limited to comprehensive forms, premises – operation, explosion, collapse, underground hazard, products/completed operations hazard (3 year extension beyond completion of the Service), blanket contractual coverage (including coverage for the indemnity provided under this Agreement), broad form damage, independent vendors, personal injury (employee exclusion deleted).
- d. Comprehensive Automobile Liability, comprehensive form covering owned, hired and non-owned vehicles with limits of at least \$1,000,000.00 combined single limit each occurrence.

The insurance specified in c. through e. shall include the following:

- i. Endorsements adding the following parties as additional insureds: the Township, and its respective partners, members, managers, directors, officers, employees, agents and representatives.
- ii. Thirty (30) days prior written notice of cancellation to the Township.

EXHIBIT C

The Following locations are required to be salted and plowed, for both parking lots and associated sidewalks according to the contract:

1. Public Safety Building parking lots, Fire Bay, and sidewalks
8350 Main St.
2. Community Center Parking lot, adjacent grass lot (used for parking), and sidewalks
9101 Main St
3. Community Garden sidewalk
9129 Main St.
4. Fire Station #2 Parking Lot (excluding plowing the back of the station unless requested)
2727 E. North Territorial
5. 75 Barker Road Parking Lot
6. Non-Motorized Path from 75 Barker Rd. to the Elementary School (excluding salt on the wooden structures)
7. North Village/Community Park Sidewalks
 - a. Between Whitmore Lake Post Office and Al Dente Pasta
 - b. From 9665 Main St. to 9641 Main St. (3 adjacent vacant lots)
 - c. 138 Barker Rd: vacant lot between Marco's Pizza and home at 132 Barker Rd.
 - d. Vacant lot between Railroad Tracks & parking lot at Marco's Pizza

EXHIBIT D

Contractor Bid Sheet

(See Attached)

BID FOR SNOW REMOVAL SERVICE NORTHFIELD TOWNSHIP 2017-2018

PARKING LOTS - SNOW PLOWING & SALTING*

PRICING FOR:	1 yr Contract	2 yr Contract	3yr Contract
Public Safety Building			
8350 Main St., Whitmore Lake (front and back parking lots, and fire department drive)			
Plowing	\$ <u>50</u> per push	\$ _____ per push	\$ _____ per push
Salt – per application	\$ <u>60</u> per app.	\$ _____ per app.	\$ _____ per app.
Community Center & Adjacent Lot			
9101 Main St., Whitmore Lake (parking lot & vacant lot (grass) immediately North of the Com Center - used for parking)			
Plowing	\$ <u>50</u> per push	\$ _____ per push	\$ _____ per push
Salt – per application	\$ <u>60</u> per app.	\$ _____ per app.	\$ _____ per app.
Old Township Hall			
75 Barker Rd., Whitmore Lake (parking lot)			
Plowing	\$ <u>50</u> per push	\$ _____ per push	\$ _____ per push
Salt – per application	\$ <u>60</u> per app.	\$ _____ per app.	\$ _____ per app.
Fire Station #2 - Front			
2727 N. Territorial Rd., Whitmore Lake (Apron in front of bay doors ONLY)			
Plowing	\$ <u>45</u> per push	\$ _____ per push	\$ _____ per push
Salt – per application	\$ <u>50</u> per app.	\$ _____ per app.	\$ _____ per app.
Fire Station #2 - Rear			
2727 N. Territorial Rd., Whitmore Lake (the rear will only need to be cleared on occasion, <u>not every snowfall</u> *)			
Plowing	\$ <u>50</u> per push	\$ _____ per push	\$ _____ per push
Salt – per application	\$ <u>50</u> per app.	\$ _____ per app.	\$ _____ per app.

*Plowing schedule To Be Determined by Public Safety Director/Township Manager on an as needed basis.
To be billed monthly.

SIDEWALK CLEARING & SALTING

PRICING FOR:	1 yr Contract	2 yr Contract	3yr Contract
		30% disc	40% disc
Public Safety Building 8350 Main St., Whitmore Lake			
Shoveling/Clearing	\$ <u>40</u> per clearing	\$ _____ per clearing	\$ _____ per clearing
Salt – per application	\$ <u>50</u> per app.	\$ _____ per app.	\$ _____ per app.
Community Center & Adjacent Lot 9101 Main St., Whitmore Lake			
Shoveling/Clearing	\$ <u>40</u> per clearing	\$ _____ per clearing	\$ _____ per clearing
Salt – per application	\$ <u>50</u> per app.	\$ _____ per app.	\$ _____ per app.
Community Garden 9129 Main St., Whitmore Lake			
Shoveling/Clearing	\$ <u>35</u> per clearing	\$ _____ per clearing	\$ _____ per clearing
Salt – per application	\$ <u>35</u> per app.	\$ _____ per app.	\$ _____ per app.
Non-Motorized Pathway (see attached Exhibit A)			
Plowing/Clearing	\$ <u>100</u> per clearing	\$ _____ per clearing	\$ _____ per clearing
Salt – per application	\$ <u>105</u> per app.	\$ _____ per app.	\$ _____ per app.
(Bridges are not to be salted – must be blown or brushed)			
North Village/Park Property Sidewalks (see attached Exhibit B) (between Post Office & Al Dente Pasta, and 3 vacant lot sections)			
Shoveling/Clearing	\$ <u>45</u> per clearing	\$ _____ per clearing	\$ _____ per clearing
Salt – per application	\$ <u>40</u> per app.	\$ _____ per app.	\$ _____ per app.

Season Price Option

Pricing for the whole season, to be paid up front, that wouldn't change with more or less snowfall – including salt application. (If there is a savings to paying the whole season up front, please indicate approximate percentage saved.)

1 year contract: \$ 16113⁰⁰ per Season _____ percentage saved (if applicable)
 2 year contract: \$ 15782⁰⁰ per Season _____ percentage saved (if applicable)
 3 year contract: \$ 14993⁰⁰ per Season _____ percentage saved (if applicable)

Criteria

1. It is imperative that all parking lots be plowed as soon as possible. Emergency vehicles must be given priority. The winning bidder will meet with the Public Safety Director to determine how to best plow to accommodate the emergency vehicles.
2. Sidewalks must be cleaned thoroughly every time. Salt application must be sufficient, but not excessive.
3. There are areas to be cleared all around the Public Safety Building (8350 Main St.) – front, rear, and both sides. Please be sure to include them all in the pricing.
4. Once bids are received, there will be no adjustments allowed. Please provide best pricing at the time of submission.

Requirements

1. Must own all equipment needed to accomplish the job.
2. Must provide proof of liability insurance showing property damage and public liability coverage in an amount not less than \$1,000,000, showing Northfield Township as additional insured.
The proof of insurance must be submitted with your sealed bid.
3. No less than 3 references from people who have used your services **included with your bid.**
4. **Sealed** bids must be received by the Township Manager by 12:00 pm on **October 4, 2017**. Bids will be considered at the Township's Board of Trustees meeting on October 10, 2017.

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If you have any questions, please call (734) 449-2880

Send Sealed Bid to:

Northfield Township Manager
8350 Main St.
Whitmore Lake, MI 48189

Company Name: MMPW Services

Address: 6275 Tower Road Plymouth 48170

Contact Number: [REDACTED]

Contact Person: Mike Cichon

DEADLINE: OCTOBER 4, 2017 @ 12:00PM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/03/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allstate Insurance Company 4353 Jackson Road Ann Arbor, MI 48103		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:		
INSURED MMPW Services / Unique LLC 6275 Tower Road Plymouth, MI 48170		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Allstate Insurance		21415
		INSURER B : Allstate Insurance		
		INSURER C : Allstate Employers		
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			3X65507	07/15/2017	07/15/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	A					MED EXP (Any one person) \$ 50,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPI/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			3E65507	07/15/2017	07/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC2043087	06/10/2017	06/10/2018	WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory In NH)	Y/N					E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

CERTIFICATE HOLDER Northfield Township 8350 Main Street Whitmore Lake, MI 48189	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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