



The Charter Township of Alpena is accepting bids for snow plowing. Bid specs are listed below and may be submitted at Charter Township of Alpena, 4385 US-23 North, Alpena, MI 49707, Monday-Friday 8am-5pm. DEADLINE to submit bids to the Clerk is Wednesday, December 8, 2021 at 4 pm. Please submit 2 references along with your bid to Clerk Michele Palevich at 989-356-0297 ext. 201 or email her at palevichm@alpenatownship.com

If you would like to schedule a site visit/tour of the locations, please contact Supervisor Nathan Skibbe at 989-356-0297 ext. 211 or email him at skibben@alpenatownship.com.

Municipal Locations:

***Township Offices**

***Northside Fire Department**

***Southside Fire Department**

***By-Path's: M-32 W. (Bagley Street-Highland Court) and US-23 S. (Thunder Bay Avenue-Island Drive)**

***Lift Stations located at: Lay Road, Werth Road/Hobbs Drive, Island Drive, Harbor Drive, Michigan Avenue, French Road and M-32 W. (West of Don's Ford Tractor)**

***Water Towers located at: US-23 S., Piper Road and M-32 W.**

Prospective bidders must provide evidence of insurance for Business Auto Liability, General Liability including bodily injury and property damage insurance and (where applicable workers' compensation insurance).

1. The "Contractor" is required to remove snow after a snow event with an accumulation of at least 2 inches. Overnight snowfalls expected to exceed 4 inches by 5:00 a.m. are required to be plowed by 7:00 a.m. that morning. Only Northside and Southside Fire Departments need to be plowed between 5:00 p.m. Friday through 7:00 a.m. Monday.

2. This agreement is made for the 2021/2022 plowing season. Please provide a quote per plow and/or per season.

3. The "Contractor" shall supply all needed equipment, fuel and supplies required to accomplish the obligations herein imposed and shall perform the tasks herein required in such a way that there shall be no damage done to property or injury sustained by any person.

4. WARRANTIES AND INDEMNIFICATION

A. The Independent Contractor represents and warrants that:

i) The Services shall be performed in accordance with, and shall not violate, applicable laws, rules or regulations, and standards prevailing in the industry, and the Independent Contractor shall obtain all permits or permissions required to comply with such laws, rules or regulations, where applicable;

ii) The Independent Contractor will perform the Services in accordance with the specifications established by the Township.

B. The Independent Contractor shall comply with all of the Township's standards and procedures when working on-site at the Township.

C. The Township shall not be liable for injury or death occurring to the Independent Contractor or any of its employees or other assistants in the course of performing this Agreement.

D. The Independent Contractor hereby indemnifies and holds harmless the Township, its board of directors, employees, agents, and underwriters from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses of any kind or nature whatsoever ("Loss"), which may in any way arise from the Services performed by the Independent Contractor hereunder, the work of employees of the Independent Contractor while performing the Services of the Independent Contractor hereunder, or any breach or alleged breach by Independent Contractor of this Agreement, including the warranties set forth herein. The Township shall retain control over the defense of, and any resolution or settlement relating to, such Loss. The Independent Contractor will cooperate with the Township and provide reasonable assistance in defending any such claim.

E. The Independent Contractor will carry applicable liability insurance relative to any service that the Independent Contractor performs on behalf of the Township, with limits of liability not less than \$1,000,000 per Occurrence and with an Aggregate limit of liability not less than \$2,000,000 during the entire term of the Agreement. It is further agreed and understood the Independent Contractor will name the Township as an Additional Insured using CG 2010 11/85, or both CG 2010 07/04 and CG 2037 07/04 or its (their) equivalent. The Independent Contractor will also carry Automobile Liability with limits of liability not less than \$1,000,000 per Occurrence. Where applicable, the Independent Contractor will furthermore comply with the State of Michigan Workers' Compensation Act.

5. That this agreement shall be interpreted under the laws of the State of Michigan.

6. The Charter Township of Alpena reserves the right to accept or reject any or all bids and to waive any irregularities in the best interest of the Charter Township of Alpena.