



CITY of NOVI CITY COUNCIL

Agenda Item D
March 26, 2018

SUBJECT: Approval to award a unit price debris removal services contract to Ellsworth Industries, Inc., the low bidder, in the estimated annual amount of \$87,430. The contract term is one year with two one-year renewal options.

SUBMITTING DEPARTMENT: Department of Public Services, Field Operations Division

CITY MANAGER APPROVAL: *[Handwritten signature]*

EXPENDITURE REQUIRED	\$87,430
AMOUNT BUDGETED	\$15,000 (202-202.00-866.045), Routine Maintenance – Debris Removal \$12,000 (203-203.00-866.045), Routine Maintenance – Debris Removal \$25,000 (209-000.00-939.045), Forestry Maintenance – Debris Removal \$20,000 (210-211.00-872.045), Storm Sewer Maintenance–Debris Removal \$115,000 (592-592.00-938.000), Water Line Maintenance
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	202-202.00-866.045 (Routine Maintenance – Debris Removal) 203-203.00-866.045 (Routine Maintenance – Debris Removal) 209.000.00-939.045 (Forestry Maintenance – Debris Removal) 210-211.00-872.000 (Storm Sewer Maintenance – Debris Removal) 592-592.00-938.000 (Water Line Maintenance - Water & Sewer Fund)

BACKGROUND INFORMATION:

The Department of Public Services generates different types of debris during various operations, such as street sweeping and catch basin cleaning. Debris is stored on City property and hauled off site quarterly or on an as-needed basis.

Staff received and opened four (4) bids on March 13, 2018 following a public solicitation period. The lowest bidder is Ellsworth Industries, Incorporated. Ellsworth's bid is recommended in the best interest of the City as it is responsive (i.e., Ellsworth has complied with all requirements of the bidding instructions), and it contains the lowest unit prices. The bid tabulation and services contract are attached for reference.

The City currently contracts Ellsworth to haul aggregate material and they have performed successfully.

RECOMMENDED ACTION: Approval to award a unit price debris removal services contract to Ellsworth Industries, Inc., the low bidder, in the estimated annual amount of \$87,430. The contract term is one year with two one-year renewal options.

**CITY OF NOVI
 BID TABULATION
 DEBRIS REMOVAL CONTRACT
 March 13, 2018 2:00 P.M.**

Company	A. Loading, Removal & Disposal of Debris (per cu yd)	Location of disposal site for Part A.	B. Loading, Removal, Disposal of debris to a landfill (per cu yd)	Location of disposal site for Part B.	Comments/Exceptions
Ellsworth Industries	\$ 7.44	ERC	\$ 12.49	Advance Disposal	
Ahern Contracting	\$ 12.98	Ahern yard	\$ 27.94	Arbor Hills Landfill	None
Universal Consolidated Enterprises	\$ 14.00	UCE Yard for sorting	\$ 27.00	Arbor Hills Landfill (Advance Disposal); Woodland Meadows (Waste Management)	None
Anglin Civil	\$ 50.00	Chubb Rd, Salem, MI	\$ 75.00	Landfill, Salem, MI	None

CONTRACT FOR DEBRIS 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, 45175 Ten Mile, Novi, Michigan 48375 "City", and Ellsworth Industries, whose address is 41960 Ann Arbor Rd., Plymouth, MI 48170, "Contractor."

Work. For and in consideration of payment by the City as provided under the Payment Section of this Contract, Contractor shall perform the work described on and in the Work Specifications listed in "Exhibit A", which is a part of this Contract, in a competent, efficient, timely, good and workmanlike manner and in compliance with the following terms and conditions.

Permits. The work to be performed includes applying and paying for, and obtaining issuance of all required permits and satisfying all requirements or conditions for such permits.

Insurance. This Contract is conditioned on Contractor securing and maintaining the liability insurance specified in the Bid Specifications, which are a part of this Contract, which shall be confirmed by Certificate(s) of Insurance, with said coverages to be maintained for the life of this Contract and the City entitled to thirty (30) days written notice of any cancellations or changes.

Time of Work. All Insurance requirements shall be satisfied within 14 days. Work shall be completed within 30 days of the request from Field Operations Senior Manager or his designee. These time limits are of the essence of this Contract and failure to meet them shall permit City to terminate this Contract whether or not work has been commenced.

Payment. The City agrees to pay the Contractor an amount for services and materials as specifically set forth in the completed proposal attached which is a part of Exhibit A. Such payment to be made after satisfactory completion of the work and within thirty (30) days of receiving a final bill or invoice for the work from the Contractor, accompanied by a sworn statement and full unconditional waivers of lien, confirming that all subcontractors and any material suppliers have been paid in full.

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

Liability. Contractor shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. Consistent with this liability, the Contractor agrees to defend, pay on behalf of, and hold harmless the City, its agents, and others working on its behalf 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 City by reason of personal injury and/or property damages which arises out of or is in any way connected or associated with this Contract.

Inspections, Notices and Remedies Regarding Work. During the performance of the work by Contractor, City shall have the right to inspect the work and its progress to assure that it complies with this Contract. If such inspections reveal a defect in the work performed or other default in this Contract, City shall provide Contractor with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Contractor shall correct the specified defects or defaults within the time specified. Upon a failure to do so, the City may terminate this Contract by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so a valid claim and charge against Contractor, or, preserve the claims of defects or defaults without termination by written notice to Contractor.

Demolition Disposal Requirements. The Contractor shall perform all work and dispose of all materials in compliance with all provisions of applicable federal, state, county and City environmental laws. This obligation includes lawful disposal of all material, with a condition of the City's payment obligation being Contractor delivering to City copies of written documents from the licensed landfill or disposal site, confirming the dates, quantities and types of demolition debris disposed of, the disposal costs and that those costs have been paid in full by Contractor.

Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because City 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.

Governing Law. This Contract shall be governed by the laws of the State of Michigan.

Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the City.

Successors and Assigns. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

Notices. Written notices under this Contract shall be given to the parties at their addresses on page one by personal or registered mail delivery to the attention of the following persons:

City: Peter E. Auger, City Manager and Cortney Hanson, City Clerk

Contractor: Chad Monteith, President

Contract Term. Performance of this Contract shall commence on April 7, 2018 and end on April 6, 2019. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments at the same prices, terms, and conditions of the original contract.

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 (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 cancelation shall be clearly stated in the written notice. In the event of termination Contractor shall be paid as compensation in full for services performed to that date an amount calculated for that particular project. Such amount shall be paid by the City upon Contractor delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been prepared and/or accumulated by Contractor in performing the services up to the date of termination.

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.

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Dawn Spaulding
Its: Deputy City Clerk

ELLSWORTH INDUSTRIES

Date: _____



By: Chad Monteith
Its: President



CITY OF NOVI
DEBRIS REMOVAL CONTRACT
BID FORM

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

A. Loading, Removal & Disposal of debris \$ 7.44 Per Cu Yd
Location of disposal site ERC

B. Loading, Removal & Disposal of debris to a landfill (as determined by authorized City personnel)
\$ 13.49 per Cu Yd
Location of disposal site ADVANCED DISPOSAL

REFERENCES: Please provide at least three client (3) references for projects of similar scope done in the last 3 years.

Company CITY OF SOUTHFIELD DPW
Address CLARA LN.
Phone 248-246-8565 Contact name KELLY MCKOWN

Company CITY OF FARMINGTON HILLS DPW
Address HAUSTED RD.
Phone 248-331-8565 Contact name BRIAN

Company CITY OF ANN ARBOR
Address FILBURN RD.
Phone 734-845-0368 Contact name KEVIN

LIST OF EQUIPMENT TO BE USED FOR THIS CONTRACT. Attach additional sheet if needed.

5 GRAVEL TRAINS - 50 CUBIC YARD
1 VOLVO WHEEL LOADER
2 SEMI 18 YARD CAPACITY

EXCEPTIONS TO SPECIFICATIONS (all exceptions must be indicated here):

~~_____~~
~~_____~~
~~_____~~

COMMENTS:

~~_____~~
~~_____~~
~~_____~~

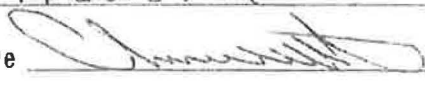
We acknowledge receipt of the following Addenda: _____
(please indicate numbers)

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) ELLSWORTH INDUSTRIES

Address 41960 ANN ARBOR RD.
City Plymouth State MI Zip 48170
Telephone 313-218-4790 Fax 48-465-9936
Representative's Name (please print) CHAD MONTEITH
Representative's Title PRESIDENT
Representative's Signature 
E-mail CMONTEITH519@COMCAST.NET
Date 3/18/2018



cityofnovi.org

NOTICE - CITY OF NOVI
INVITATION TO BID
DEBRIS REMOVAL CONTRACT

IMPORTANT DATES

Bid Issue Date	February 23, 2018
Last Date for Questions	Monday, March 5, 2018 by 12:00 p.m. Please submit all questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	Tuesday, March 13, 2018 by 2:00 p.m. Bids may be submitted via hard copy OR uploaded to the MITN website at www.mitn.info .

If submitting hard copies, deliver to:
City of Novi
City Clerk's Office
45175 Ten Mile Road
Novi, MI 48375

DESCRIPTION:

The City of Novi is seeking bids for the removal and disposal of debris and non-hazardous materials.

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.

INSTRUCTIONS

QUESTIONS

Please email all questions to the staff member listed above. Please type the name of the bid in the subject line. If you type anything else in the subject line, your email may be deleted as spam.

CHANGES TO THE BID/ADDENDA

Should any prospective Bidder be in doubt as to the true meaning of any portion of the ITB, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the staff member indicated above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional Bid provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info. Any addendum issued by the City shall become part of the ITB and subsequent contract and shall be taken into account by each bidder in preparing its bid. Only written addenda is binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

BID SUBMITTALS

Bids may be submitted by mailing hard copies to the address shown above, OR by uploading bid to the MITN website at www.mitn.info.

If bid is submitted as a hard copy, three (3) copies must be delivered in a SEALED envelope marked "**DEBRIS REMOVAL BID**" to the address shown on the Notice above by the due date and time.

If bid is uploaded to the MITN website, it should be uploaded as a single file, in DOC, DOCX, PDF, or JPG format with a size limitation of 20MB. If the file size exceeds 20 MB, please upload in 20 MB increments. PDF is preferred.

Bids which are uploaded to the MITN website must be uploaded by the due date and time. Allow sufficient time to go through the uploading process. *The MITN system will not allow for late submittals.* This responsibility rests entirely with the Respondent, regardless of delays resulting from the uploading process.

Due to security risks associated with some file formats, the following file types are not able to be opened by the City: DOCM, DOT, XLS, XLSM, XLSB, XLT, PPT, PPTM, TIF, or RTF. All of these formats can contain malicious code. The City will not accept ZIP files. Alternatively, you could convert these files to PDF.

For assistance on how to upload documents, contact MITN directly at (800) 835-4603.

As this ITB is being made available by electronic means, the proposer accepts

full responsibility to ensure that no changes are made to the ITB documents. In the event of conflict between a version of the ITB submitted by proposer, the version maintained by the City of Novi Purchasing Department shall govern.

FAILURE TO SUBMIT PRICING ON THE BID FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

SUBMISSION OF BID

To be considered, bids must be submitted, as specified in the Instruction section, on or before the specified time and date. There will be no exceptions to this requirement. Faxed, emailed, or telephone bids are not acceptable.

Bids must be signed by an Authorized Representative of the submitting company on the enclosed form when one is provided. Bids must show unit and total prices when requested. In case of mistakes in price extension, unit pricing shall govern. *ANY CHANGES MADE ON THE BID FORM MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.*

A bid may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the bid may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

Bidders are expected to examine all specifications and instructions. Failure to do so will be at the bidder's risk.

Failure to include in the bid all information requested may be cause for rejection of the bid.

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

CONSIDERATION OF BIDS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder/proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the bidder states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

The Purchasing Manager hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unit prices shall be submitted if space is provided on bid form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is not provided. Any exceptions to the specifications must be noted on the bid form.

EXCEPTIONS

The City will not accept changes or exceptions to the bid documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the bid form. If Contractor neglects to make the notation on the bid form but writes it somewhere else within the bid documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the bid documents will be applicable during the term of the contract.

CONTRACT AWARD

The contract will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City of Novi. Qualifications, experience, references, comparable projects, price, previous experience with vendor/contractor, delivery, and other factors will be considered in the evaluation process and award of contract. The City reserves the right to accept any or all alternative bids and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

The City reserves the right to accept any or all alternative bids and award a contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; to subdivide the award, and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

After contract award, a summary of total price information for all submissions will be posted on the MITN website at www.mitn.info.

The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.

VENDOR DISQUALIFICATION

The City maintains the right to disqualify vendors under the following conditions:

1. In addition to any other remedies authorized by law, a vendor may be disqualified from bidding on any City contracts for up to three (3) years if it has been determined that the vendor, after award of the contract:

- (a) Failed to provide the service or supplies required;
- (b) Provided the service or supplies in an untimely manner causing delays and interference;
- (c) Lacked financial resources and the ability to satisfactorily perform the contract or provide the services or supplies;
- (d) Exhibited poor quality of performance in delivering the service;
- (e) Delivered poor quality of goods;
- (f) Failed to comply with laws and ordinances relating to the contract performance;
- (g) Defaulted on its quotations;
- (h) Such other action what leads the City to believe that the contractor's duties will not comport or comply with the bid requirements.

2. Vendors who are listed on the Excluded Parties List System at www.sam.gov

GENERAL CONDITIONS

INSURANCE

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful bidder prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A is to be provided to the City and remain in force during the entire contract period.

PERMITS

Where required by code, permits and all required inspections must be obtained by the Contractor. Fees for permits and inspections obtained from the City of Novi will be waived by the City for work on City buildings. Upon completion, all work will be subject to the State Laws and City Ordinance Codes.

SAFETY REQUIREMENTS

The Contractor shall be solely responsible for the entire work site and provide all necessary protections as required by laws or ordinances governing such conditions and as required by the Owner. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the owner arising from such damages.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, and shall fully comply with all state laws or regulations and Michigan State building code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all necessary protective devices and signs throughout the progress of the work.

CONTRACT RENEWAL

No contract shall be automatically renewed at the end of any contract term.

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.

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.

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.

FREIGHT CHARGES/SHIPPING/HANDLING

All bid/proposal pricing is to be F.O.B. destination.

DOWN PAYMENTS OR PREPAYMENTS

Any bid submitted which requires a down payment or prepayment prior to delivery and full acceptance, as being in conformance with specifications, will not be considered for award. No payments will be made until work is performed/goods are received to the satisfaction of the authorized City representative.

INVOICING

Invoices may be mailed to: City of Novi, Attn: Finance Department, 45175 Ten Mile Road, Novi, MI 48375 or emailed to: invoices@cityofnovi.org. *This email is to be used for invoices and statements only and not for any other type of communication or sales. We are unable to reply to emails received in this mailbox.*

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.

ACCEPTANCE OF BID CONTENT

Should a contract ensue, the contents of the bid of the successful Bidder may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

DISCLOSURE

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

ECONOMY OF PREPARATION

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

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

INDEPENDENT PRICE DETERMINATION

By submission of a 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) He is the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the bid and that he has not participated and will not participate in any action contrary to (a) and (b) above; or
- (d) He is not the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the bid but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A 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.



CITY OF NOVI
DEBRIS REMOVAL CONTRACT
SPECIFICATIONS

PICK-UP LOCATIONS

1. DPS Field Services Complex, 26300 Lee BeGole Drive, Novi, MI 48375
2. Other City properties as requested

SERVICE HOURS

7:30 a.m. – 4:00 p.m., Monday - Friday

SCOPE OF SERVICE

The City of Novi is seeking proposals for the removal and disposal of debris and non-hazardous materials at the locations listed above.

The debris shall consist of, but not limited to: Storm water catch basin sediment, block and brick from catch basin rehabilitations, ditching materials (soil and plant material), broken concrete and asphalt, boulders, street sweeping spoils, and material from water main and sanitary sewer main repairs.

Contractor must be able to haul a minimum of twenty-eight (28) yards of debris per load.

Contractor shall load their trucks and provide their own equipment for this task.

The City is not liable for any damage to dump boxes as the result of loading and hauling. Contractor is responsible for attaining a signed manifest for each load that is removed from the site. The Driver shall obtain this manifest at the Novi Department of Public Services located at 26300 Lee BeGole Drive, Novi, MI 48375.

Contractor shall be solely responsible for compliance with weight laws, tarping and securing loads, and tracking of material.

Price is to be quoted on a per cubic yard basis, including removal, disposal fees, fuel surcharges, and any other applicable fees. Contractor shall not break out any costs separately on this bid.

City personnel at the management level shall determine which non-hazardous materials will be disposed in a landfill.

RESPONSE TIMES

Timely communication between City representative and contractor is very important. Contractor will respond to phone calls or emails from City representative within 48 hours, Monday – Friday during business hours of 7:30 a.m. – 4:00 p.m.

Contractor will start the requested debris removal services within seven (7) days of a verbal and/or written (emailed) request for such services from the authorized City representative.

QUANTITY

Over the last three (3) years, the City has accumulated an average of 7,000 cubic yards of debris per year that required disposal.

TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for services. The initial contract period will be one year. Upon mutual consent of the City of Novi and the successful proposer, the contract may be renewed two (2) times in one (1) year increments.

ROAD WEIGHT RESTRICTIONS

The City of Novi has several Restricted Commercial Vehicle Routes. These sections of roadway are closed to commercial through traffic. You may drive on these sections of road only if you are providing the contracted service within that particular section. At no time will the contractor drive more than a one (1) mile distance on a restricted road. For a poster-sized map with additional details, contractors can check our Map Gallery: <http://cityofnovi.org/Community/PDFMaps/RoadwayWeightClassifications.pdf>



cityofnovi.org

**CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A**

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** - The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. 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, Purchasing 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.
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 effected 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. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City 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 to 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.