



**CITY OF NOVI CITY COUNCIL  
APRIL 12, 2021**

**SUBJECT:** Approval to award a unit price debris removal services contract to Ellsworth Industries, Inc., the low bidder, in the estimated annual amount of \$45,000. The contract term is one year with two one-year renewal options.

**SUBMITTING DEPARTMENT:** Department of Public Works, Field Operations Division

<b>EXPENDITURE REQUIRED</b>	<b>\$45,000</b>
<b>AMOUNT BUDGETED</b>	<b>\$12,000 (202-202.00-866.045), Routine Maintenance – Debris Removal \$10,000 (203-203.00-866.045), Routine Maintenance – Debris Removal \$20,000 (210-211.00-872.045), Storm Sewer Maintenance–Debris Removal \$175,000 (592-592.00-938.000), Water Line Maintenance</b>
<b>APPROPRIATION REQUIRED</b>	<b>N/A</b>
<b>LINE ITEM NUMBER</b>	<b>202-202.00-866.045 (Routine Maintenance – Debris Removal) 203-203.00-866.045 (Routine Maintenance – Debris Removal) 210-211.00-872.000 (Storm Sewer Maintenance – Debris Removal) 592-592.00-938.000 (Water Line Maintenance - Water &amp; Sewer Fund)</b>

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

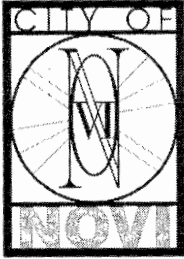
Staff received and opened three (3) bids on March 18, 2021 following a public solicitation period. The lowest bidder is Ellsworth Industries, Inc. Ellsworth's bid is recommended to be in the best interest of the City as it is responsive (i.e., Ellsworth has complied with all requirements of the bidding instructions), and it contains the lowest unit prices. The bid tabulation and services contract are attached for reference.

The City previously contracted with Ellsworth to remove debris, 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 \$45,000. The contract term is one year with two one-year renewal options.

**CITY OF NOVI  
 BID TABULATION  
 DEBRIS REMOVAL CONTRACT  
 March 18, 2021 2:00 P.M.**

<b>Company</b>	<b>A. Loading, Removal &amp; Disposal of Debris (per cu yd)</b>	<b>Location of disposal site for Part A.</b>	<b>B. Loading, Removal, Disposal of debris to a landfill (per cu yd)</b>	<b>Location of disposal site for Part B.</b>	<b>Comments/Exceptions</b>
Ellsworth Industries	\$ 7.39	ERC	\$ 12.19	Sauk Trail	n/a
Crandall Brother's	\$ 13.90	3333 Muir Rd Milford, MI	\$ 57.80	10690 Six Mile Rd Northville, MI	n/a
Simply Construction & Excavating	\$ 67.60	Varies based on debris type	\$ 83.20	Woodland Meadows Landfill	n/a



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**CITY OF NOVI**  
**DEBRIS REMOVAL CONTRACT**  
**SPECIFICATIONS**

**PICK-UP LOCATIONS**

1. Department of Public Works, 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 Works 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. If damage is caused to any City asset, while performing services, outside of what may be considered "normal wear", it will be the contractor's sole responsibility to reimburse the City for all material and labor costs for associated repair.

**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**

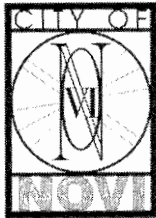
Over the last three (3) years, the City has accumulated an average of 7,000 cubic yards of debris per year that required disposal.

**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>



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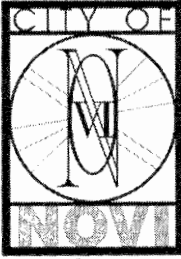
**CITY OF NOVI  
INSURANCE REQUIREMENTS  
ATTACHMENT A**

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 of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.



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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:

COMPANY NAME Ellsworth Industries, Inc.

A. Loading, Removal & Disposal of debris \$ 7.39 Per Cu Yd

Location of disposal site ERC

B. Loading, Removal & Disposal of debris to a landfill (as determined by authorized City personnel)

\$ 12.19 per Cu Yd

Location of disposal site Sauk trail

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

Company City of Southfield  
Address 25501 Clara Ln Southfield, MI 48034  
Phone 248-796-4852 Contact name Cindy Fricke

Company Reliable Landscaping  
Address 8285 Lilley Rd Canton, MI 48187  
Phone 734-455-3220 Contact name Randy Czajka

Company City of Farmington Hills  
Address 27245 Halsted Farmington Hills, MI 48331  
Phone 248-871-2854 Contact name Vianney Wilson



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

Kenworth tractors, trailers, loader  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMENTS:** N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**We acknowledge receipt of the following Addenda:** N/A  
(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, Inc.

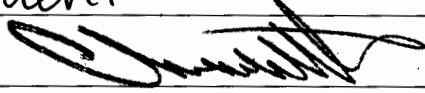
Address 41960 Ann Arbor Rd

City Plymouth State MI Zip 48170

Telephone 313-218-4790 Fax 248-465-9936

Representative's Name (please print) Chad Monteith

Representative's Title President

Representative's Signature 

E-mail ELLSINC@COMCAST.NET

Date 3-17-2021

**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 \_\_\_\_\_, whose address is \_\_\_\_\_, "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.

Bonds and 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. Contractor shall also supply payment, performance, and maintenance bonds as required, in a form acceptable to the City.

Time of Work. All Insurance requirements shall be satisfied within 14 days, and work shall be completed within 30 days of the Effective Date of this Contract. 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 the sum of \$\_\_\_\_\_, 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.

## SAMPLE AGREEMENT

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 Auger, City Manager and Cortney Hanson, City Clerk

Contractor: name, company, address.

Contract Term. The Contract Term shall be as set forth in the attached Exhibit A.

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

**SAMPLE AGREEMENT**

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: Cortney Hanson  
Its: Clerk

WITNESSES AND DATES  
OF SIGNATURES:

CONTRACTOR

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By:  
Its: