



CITY OF NOVI CITY COUNCIL
MAY 9, 2022

SUBJECT: Approval to award a contract to CNW Midwest, LLC, for municipal parking lot maintenance services, in an estimated annual amount of \$60,000. The contract term is for one year with two one-year renewal options.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division

EXPENDITURE REQUIRED	\$ 60,000 (estimated)
AMOUNT BUDGETED	\$ 15,000 Parking Lot Maintenance-Parks \$ 10,000 Parking Lot Maintenance-Civic Center \$ 15,000 Parking Lot Maintenance-Police \$ 15,000 Parking Lot Maintenance-Fire \$ 5,000 Parking Lot Maintenance-DPW \$ 60,000 Total (FY 2022-23 Budget)
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	101-442.20-931.208, 101-442.20-931.265, 101-442.20-931.301, 101-442.20-931.337, 101-442.20-931.442

BACKGROUND INFORMATION:

In 2019, a City of Novi Parking Lot Inventory and Maintenance Plan was completed, which outlined the improvements needed over the next six years on municipal parking lots. The report recommended best practices for maintaining pavements to maximize service life at city-owned parking locations throughout the city. Some service requirements include, but are not limited to: crack sealing, asphalt patching, seal coating, and pavement striping.

Novi's preventative maintenance program, in conjunction with other asset improvement programs, is intended to improve the overall quality of all City assets. The objective of this service is to preserve parking lot using lower cost rehabilitation techniques, rather than allowing them to deteriorate beyond a point that requires extensive reconstruction, involving much more effort at a significantly higher cost.

Three bids were received and opened on April 21, 2022, following a public bid solicitation period. The bid tabulation is included in the packet. CNW Midwest, LLC is being recommended as being in the best interest of the City as it is responsive and compiles with all requirements of the bidding instructions. Work is scheduled to begin in the spring.

RECOMMENDED ACTION: Approval to award a contract to CNW Midwest, LLC, for municipal parking lot maintenance services, in an estimated annual amount of \$60,000. The contract term is for one year with two one-year renewal options.

Company	Unit	T & M Asphalt	A & R Sealcoat	CNW Midwest
Novi Civic Center				
Seal Coating	Lump	\$ 16,200	\$ 28,000	\$ 32,640
Striping-Paved Surfaces	Lump	\$ 2,100	\$ 2,000	\$ 2,300
Striping Layout Fee - as requested	Lump	\$ 1,200	\$ 5,000	\$ 200
Novi Police Station				
East Lot Seal Coating	Lump	\$ 4,200	\$ 6,000	\$ 8,480
East Lot Striping - Paved Surfaces	Lump	\$ 650	\$ 650	\$ 300
East Lot Striping Layout Fee - as requested	Lump	\$ 250	\$ 250	\$ 100
West Lot Seal Coating	Lump	\$ 1,600	\$ 2,000	\$ 2,823
West Lot Striping-Paved Surfaces	Lump	\$ 400	\$ 250	\$ 150
West Lot Striping Layout Fee - as requested	Lump	\$ 250	\$ 250	\$ 50
Novi Public Library				
Seal Coating	Lump	\$ 5,500	\$ 7,500	\$ 12,560
Striping-Paved Surfaces	Lump	\$ 600	\$ 1,000	\$ 700
Striping Layout Fee - as requested	Lump	\$ 250	\$ 250	\$ 150
Novi Police Gun Range				
Seal Coating	Lump	\$ 1,800	\$ 1,900	\$ 2,900
Striping-Paved Surfaces	Lump	\$ 350	\$ 300	\$ 200
Striping Layout Fee - as requested	Lump	\$ 100	\$ 250	\$ 150
Novi Fire Station #1				
Seal Coating	Lump	\$ 2,300	\$ 2,700	\$ 2,000
Striping-Paved Surfaces	Lump	\$ 500	\$ 300	\$ 200
Striping Layout Fee - as requested	Lump	\$ 250	\$ 250	\$ 150
Novi Fire Station #2				
Seal Coating	Lump	\$ 1,250	\$ 1,500	\$ 1,200
Striping-Paved Surfaces	Lump	\$ 350	\$ 300	\$ 200
Striping Layout Fee - as requested	Lump	\$ 250	\$ 250	\$ 150

Company	Unit	T & M Asphalt	A & R Sealcoat	CNW Midwest
Novi Fire Station #3				
Seal Coating	Lump	\$ 1,600	\$ 1,500	\$ 1,840
Striping-Paved Surfaces	Lump	\$ 400	\$ 300	\$ 200
Striping Layout Fee - as requested	Lump	\$ 250	\$ 250	\$ 50
Novi Fire Station #4				
Seal Coating	Lump	\$ 800	\$ 4,000	\$ 500
Striping-Paved Surfaces	Lump	\$ 500	\$ 350	\$ 400
Striping Layout Fee - as requested	Lump	\$ 250	\$ 250	\$ 100
Novi Fire Station #5				
Seal Coating	Lump	\$ 1,800	\$ 1,500	\$ 1,832
Striping-Paved Surfaces	Lump	\$ 400	\$ 300	\$ 200
Striping Layout Fee - as requested	Lump	\$ 250	\$ 250	\$ 150
Department of Public Works				
Seal Coating	Lump	\$ 13,000	\$ 18,000	\$ 28,640
Exterior Striping-Paved Surfaces	Lump	\$ 750	\$ 650	\$ 1,500
Exterior Striping Layout Fee - as requested	Lump	\$ 250	\$ 580	\$ 150
Interior Striping-Paved Surfaces	Lump	\$ 700	\$ 650	\$ 500
Interior Striping-Layout Fee - as requested	Lump	\$ 250	\$ 500	\$ 150
Recycling Center				
Grading gravel portion	Lump	\$ 3,750	\$ 5,000	\$ 2,500
Material - 21AA	per ton del'vd	\$ 50.00	\$ 50.00	\$ 34.50
Pavilion Shore Park - East Lot				
Seal Coating	Lump	\$ 2,400	\$ 2,500	\$ 3,760
Striping-Paved Surfaces	Lump	\$ 500	\$ 300	\$ 150
Striping Layout Fee - as requested	Lump	\$ 250	\$ 250	\$ 50
Pavilion Shore Park - West Lot				
Seal Coating	Lump	\$ 1,500	\$ 750	\$ 900
Striping-Paved Surfaces	Lump	\$ 350	\$ 300	\$ 150
Striping Layout Fee - as requested	Lump	\$ 250	\$ 250	\$ 50

Company	Unit	T & M Asphalt	A & R Sealcoat	CNW Midwest
Ella Mae Power Park				
Seal Coating	Lump	\$ 6,300	\$ 7,700	\$ 12,300
Striping-Paved Surfaces	Lump	\$ 900	\$ 250	\$ 600
Striping Layout Fee - as requested	Lump	\$ 250	\$ 250	\$ 150
Rotary Park				
Seal Coating	Lump	\$ 1,500	\$ 1,000	\$ 1,200
Striping-Paved Surfaces	Lump	\$ 350	\$ 250	\$ 150
Striping Layout Fee - as requested	Lump	\$ 250	\$ 250	\$ 50
ITC CSP				
Seal Coating	Lump	\$ 7,600	\$ 12,000	\$ 19,000
Striping-Paved Surfaces	Lump	\$ 1,000	\$ 1,250	\$ 800
Striping Layout Fee - as requested	Lump	\$ 250	\$ 500	\$ 150
Grading gravel portion	Lump	\$ 7,500	\$ 22,000	\$ 9,000
Material - 21AA	per ton del'vd	\$ 50.00	\$ 50.00	\$ 34.50
Lakeshore Park				
Seal Coating	Lump	\$ 7,000	\$ 8,000	\$ 16,000
Striping-Paved Surfaces	Lump	\$ 1,200	\$ 750	\$ 500
Striping Layout Fee - as requested	Lump	\$ 250	\$ 250	\$ 200
Village Wood Lake Park				
Seal Coating	Lump	\$ 800	\$ 500	\$ 1,000
Striping-Paved Surfaces	Lump	\$ 350	\$ 300	\$ 200
Striping Layout Fee - as requested	Lump	\$ 250	\$ 250	\$ 50
Novi Dog Park				
Seal Coating	Lump	\$ 1,500	\$ 1,500	\$ 2,000
Striping-Paved Surfaces	Lump	\$ 350	\$ 300	\$ 350
Striping Layout Fee - as requested	Lump	\$ 250	\$ 250	\$ 50

Company	Unit	T & M Asphalt	A & R Sealcoat	CNW Midwest
Villa Barr Art Park				
Seal Coating	Lump	\$ 1,500	\$ 1,000	\$ 1,350
Striping-Paved Surfaces	Lump	\$ 350	\$ 300	\$ 200
Striping Layout Fee - as requested	Lump	\$ 250	\$ 250	\$ 50
Bosco Fields				
Seal Coating	Lump	\$ 800	\$ 500	\$ 250
Striping-Paved Surfaces	Lump	\$ 350	\$ 300	\$ 50
Striping Layout Fee - as requested	Lump	\$ 250	\$ 250	\$ 50
Grading gravel portion	Lump	\$ 7,500	\$ 25,000	\$ 12,000
Material - 21AA	per ton del'vd	\$ 50.00	\$ 50.00	\$ 34.50
Wildlife Woods Park				
Seal Coating	Lump	\$ 2,400	\$ 2,500	\$ 4,000
Striping-Paved Surfaces	Lump	\$ 400	\$ 300	\$ 250
Striping Layout Fee - as requested	Lump	\$ 250	\$ 250	\$ 50
Novi Ice Arena				
Seal Coating	Lump	\$ 8,800	\$ 13,000	\$ 19,520
Striping-Paved Surfaces	Lump	\$ 1,000	\$ 1,250	\$ 750
Striping Layout Fee - as requested	Lump	\$ 250	\$ 250	\$ 100
Meadowbrook Commons				
Seal Coating	Lump	\$ 8,500	\$ 13,000	\$ 22,000
Striping-Paved Surfaces	Lump	\$ 1,500	\$ 1,500	\$ 2,000
Striping Layout Fee - as requested	Lump	\$ 250	\$ 500	\$ 250

Company	Unit	T & M Asphalt	A & R Sealcoat	CNW Midwest
General Maintenance				
Overband	LB	\$ 1.75	\$ 3.50	\$ 1.39
Flush Seal/Pencil Seal	LF	\$ 2.25	\$ 3.00	\$ 0.71
Joint Seal	LF	\$ 2.25	\$ 3.00	\$ 0.75
Pavment Repair/Full Replacement	SqFt	\$ 10.00	\$ 8.00	\$ 4.00
Pavement Repair/Partial Replacement	SqFt	\$ 9.00	\$ 6.00	\$ 3.00
Striping removal /Grinding	LF	\$ 2.00	\$ 2.00	\$ 0.68
Remove & Reinstall Parking Blocks	Per block	\$ 50.00	\$ 50.00	\$ 5.00

ADDITIONAL CHARGES		1-All lots include one mobilization for sealcoat. Additional mobilizations will be \$350 each. 2-Pavement repairs will be billed \$3,000 fee per mobilization. 3-Striping removal will be billed with a \$350 fee per mobilization.	N/A	1,000 Sq. Ft. asphalt replacement minimum. Rates may lower for large quantity.
COMMENTS		N/A	Green bike path at Lakeshore does not need sealer or restripe.	-All prices good for one year. -Prices include price hike on Aug 1 from suppliers. -Double coat sealer - not 1 heavy coat. -Replacement cost includes price hike- "Locked In" price. -ITC Park-sweeper for dirt-filled drive lane included in cost. -Seal coat is asphalt emulsion-not toxic coal-tar.



**NOTICE - CITY OF NOVI
INVITATION TO BID**

MUNICIPAL PARKING LOT MAINTENANCE CONTRACT

The City of Novi will receive sealed bids for **the Municipal Parking Lot Maintenance Contract** according to the specifications of the City of Novi.

A mandatory pre-bid meeting will be held Thursday, April 7, 2022, promptly at 10:00 A.M. at the Novi Civic Center, 45175 Ten Mile Rd, Novi, MI 48375.

Sealed bids will be received until **2:00 P.M.** prevailing Eastern Time, **Thursday, April 21, 2022** at which time bids will be opened and read. Bids shall be addressed as follows and delivered to:

**CITY OF NOVI
ATTN: FINANCE DEPARTMENT
45175 Ten Mile Rd.
Novi, MI 48375-3024**

All bids must be signed by a legally authorized representative of the bidding firm. **OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "Municipal Parking Lot Maintenance Contract Bid" AND MUST BEAR THE NAME OF THE BIDDER.**

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.

Tracey Marzonie
Finance Department

Notice Dated: April 1, 2022

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.



CITY OF NOVI
MUNICIPAL PARKING LOT MAINTENANCE CONTRACT
INSTRUCTIONS TO BIDDERS

IMPORTANT DATES

Bid Issue Date	April 1, 2022
Mandatory Pre-Bid Meeting	Thursday April 7, 2022, 10:00 A.M. Novi Civic Center 45175 Ten Mile Rd Novi, MI 48375
Last Date for Questions	Thursday April 14, 2022 by 12:00 P.M. Please submit all questions via email to: Tracey Marzonie, Finance Department tmarzonie@cityofnovi.org
Response Due Date	Thursday, April 21, 2022, by 2:00 P.M.

QUESTIONS

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

TYPE OF CONTRACT

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

BID SUBMITTALS

Provide **three (3)** copies of your bid, **one (1)** unbound signed and clearly marked as ORIGINAL, and **two (2)** copies of the original bid, clearly marked as COPY. Original bid may be clipped but should not be stapled or bound. Copies may be stapled and bound. The original and copies should be identical, excluding the obvious difference in labeling. No other distribution of the bids will be made by the Contractor. Bids must be signed by an official authorized to bind the Contractor to its provisions.

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.

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 are 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.

SUBMISSION OF BID

Bids must be submitted in a sealed envelope, box, or package, and clearly marked with: ITB Title, Deadline, Respondent's name, address, phone, fax, and contact name. Failure to do so may result in a premature opening or failure to open such bid.

To be considered, sealed bids must arrive at City Clerk's Office on or before the specified time and date. There will be no exceptions to this requirement. Bid is considered received when in the possession of the City Clerk. The Clerk's Department time stamp will determine the official receipt time. Contractors mailing bids should allow ample time to ensure the timely delivery of their bid. Bids received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected bids. The City reserves the right to postpone a bid opening for its own convenience.

All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the bid. Bids must be signed by an Authorized Representative of the submitting company on the enclosed form. Bids must show unit and total prices if requested. In case of mistakes in price extension, unit pricing shall govern.

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.

Any samples, CDs, DVDs or any other items submitted with your bid will not be returned to the contractor.

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.

USE OF THE CITY LOGO IN YOUR BID IS PROHIBITED.

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 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. 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.

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.

NOTICE TO BIDDERS

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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.

The following exception shall apply to installation projects: When sales tax is charged to the successful bidder for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

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

Contractor will email invoices to the designated City representatives only after the work has been completed. Invoices will be reviewed for accuracy before being submitted to Finance for payment.

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 bidder 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 bidder or with any other Competitor; and
- (b) No attempt has been made or will be made by the bidder 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:

- (a) He/She is the person in the bidder'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
- (b) He/She is not the person in the bidder'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
MUNICIPAL PARKING LOT MAINTENANCE CONTRACT
SPECIFICATIONS

OVERVIEW

The City of Novi is soliciting bids from qualified contractors for municipal parking lot maintenance for various locations throughout the community. These services will be awarded to one contractor. The contract amount is approximately \$50,000.00 annually. This budget may increase, decrease, or be eliminated in future fiscal years.

SCOPE OF WORK

Services shall include all labor, materials and equipment required for performing municipal parking lot maintenance at locations indicated by the City of Novi. Any utilities encountered or damaged will be considered incidental to the work and additional compensation will not be allowed. The Contractor will be responsible for calling MISS DIG before the work can begin. The Contractor shall provide a written estimate within fourteen (14) days of the City's request. All repair work shall be completed within thirty (30) days of receipt of the work order. A majority of the work may be on weekends and holidays during facility shutdowns. The Contractor must be flexible while scheduling work with the City.

A. Crack Filling

- a. Crack filler shall be an asphalt-based product designed to be used to fill cracks and joints in asphalt. The product shall prevent water from entering the crack or void.
- b. Equipment used to install the sealant shall be as specified by the manufacturer and shall have the ability to maintain the proper temperature of the sealant throughout the sealing process.
- c. All cracks or joints that are greater than one-quarter (1/4) inch shall be properly prepared and sealed using the manufacturer's specifications.
- d. No sealant shall be installed unless the ambient and pavement temperature are forty (40) degrees and rising. There shall be no fog and no chance of rain. If rain or fog delays the sealing operation, the cracks and joints shall be allowed to dry and shall have additional cleaning as required to remove any debris that may have been washed into the cracks or joints. The cracks and joints

shall be completely dry before the seal treatment can resume. The vendor may use the Hot Compressed Air Lance method of cleaning and drying the cracks and joints with the approval of the Roadway Asset Manager or their designee.

- e. All cracks and joints shall be cleaned free of all deleterious materials, including any dust, old sealant, and organic material by using high-pressure air. All cracks and joints are to be clean and sufficiently dry before any crack sealing material is applied. All old material and other debris shall be removed from the pavement surface immediately. Any cracks and joints that are not sealed the same day, they are prepared, shall be blown out with high- pressure air before the sealing operation continues. The vendor shall limit the amount of dust created from this operation.
- f. The temperature of the sealant shall be heated/maintained using the manufacturer's recommended procedures, and within the temperature range recommended for application by the manufacturer.
- g. The sealant shall be applied in the crack or joint uniformly from the bottom to the top and shall be filled without formation of entrapped air or voids. The final level of the sealant shall be even with the surface of the asphaltic concrete. At no time shall the sealant be recessed more than one-eighth (1/8) inch below or raised one- sixteenth (1/16) inch above the adjacent surface. At no time shall the sealant overburden be more than two (2) inches from the crack or joint edges.
- h. Overband shall only be used when working in open parking lots. When working adjacent to the concrete curb the sealing shall be a flush / pencil seal.
- i. The Contractor shall pre-fill cracks deeper than 3" with backer rod to conserve material.
- j. The Contractor shall use water to cool the material allowing immediate drivability.

B. Sealcoating

- a. Both surface and ambient temperature must be a minimum of 50°F and rising before applying sealer. Ambient and surface temperature shall not drop below 50°F for a 24-hour period following application of materials. Apply materials during dry conditions when rain is not imminent or forecasted for at least 24 hours after application.
- b. Prior to application of coatings, protect adjacent curbs, walks, fences, buildings and other items in the work area.
- c. Prior to seal coating, asphalt repairs and crack sealing shall have sufficient curing time, as required by the manufacturer's specifications. The surface shall also be thoroughly cleaned and free from dirt and debris using brooms, air blowers and/or power sweepers. All surfaces must be dry before coatings are applied.
- d. All organic material shall be removed from paved areas prior to coating.
- e. Coating shall only be applied following crack sealing, and asphalt repair operations.
- f. Scrub and clean grease, oil, and gasoline spots with soap, water, and primer according to seal coat manufacturer's specifications. Contractor must allow the surface to dry before sealcoating.
- g. The sealer shall be Polymer-Modified Masterseal (PMM) or equivalent. Contractor shall add silica sand (40-70 mesh AFS) to sealer at a ratio of 3:1.
- h. Apply two coats of sealer according to manufacturer's specifications.
- i. Application of the sealer coat shall be done by using self-propelled sealcoat machine, rubber faced squeegees, brooms, distributor bar /wand, or combinations of these or other techniques as approved by the manufacturer.
- j. Care shall be exercised to leave no unsightly appearance from

handwork and the surface shall appear uniform with the machine surface. The same type of finish as applied by the spreader box shall be required

- k. Sealed areas shall be barricaded to traffic and may not be opened to traffic during the curing period as recommended by seal coat manufacturer's installation instructions.

C. Line Striping

- a. The ability to complete the line striping without the utilization of a sub-contractor is preferred. If a Sub-Contractor is used with the consent of the City striping shall coincide with the repairs/work.
- b. Allow final coat of pavement sealer to dry 24 hours prior to applying water-based acrylic.
- c. Paint striping shall be installed to match existing, with the exception that accessible parking spaces shall be installed to meet the most current ADA requirements. Van accessible spot(s) shall be installed per ADA requirements.
- d. The paint used for parking lot striping shall be a water-based acrylic.
- e. The striping shall include all markings within the parking lot and driveways (i.e., crosswalks, handicap symbols, stop bars, etc...).
- f. All work shall be performed in accordance with, but not limited to, the requirements of latest edition, at the time the work request is issued to the Contractor, of the Americans with Disabilities Act Facilities Compliance Guide.
- g. Must have the ability to remove existing lines upon request using the following techniques. The Roadway Asset Manager will determine this.
 - i. Using a mechanical grinder with a minimum width of 4 inches. This process shall not exceed a depth greater than 1/8".
 - ii. Using black 100% acrylic marking paint to cover existing lines.

D. Removal and Replacement of Paved Surfaces.

- a. All potholes shall be repaired before the crack seal is applied.
- b. Full Replacement - Saw cut the existing asphalt a minimum of 6" past the pothole and associated cracking in all directions. All saw cuts shall be performed, leaving only square or rectangular shaped repairs; jagged or misshaped repairs shall be rejected, at no additional cost to the City.
- c. Partial Replacement – Remove the top 1.5" to 2" of wearing course asphalt. A new layer of wearing asphalt shall be installed on top of the leveling course. The Contractor shall use a self-propelled cold planer or a cold planer attachment mounted to a skid steer. The planer must have a minimum working width of 10 inches.
- d. The Contractor shall remove the asphalt and any loose material. The area shall be filled with compacted hot mix asphalt. Once the asphalt has been properly compacted, the result of the installation shall provide even transitions. No more than one-quarter (¼) inch difference in height shall be allowed for the transition between the patch area and the adjacent surface. The Contractor may be required to make large repairs using a paver.

E. Unpaved Parking Lots

- a. Upon the City's request, the Contractor shall remove/ reinstall all parking blocks from the unpaved parking lots prior to grading.
- b. The Contractor shall grade unpaved portions of the parking lots free from potholes, proper pitch to allow drainage, and allow a smooth transition between paved and unpaved.
- c. If deemed necessary by the City, the Contractor shall add material to the parking lots prior to grading. The Contractor shall use 21AA-crushed limestone.
- d. The Contractor shall use a vibratory roller to compact once grading has been completed.

F. Contractor Responsibilities

- a. The Contractor shall be duly licensed and/or certified by the appropriate authorities to perform the work that is bid upon.
- b. All vehicles performing work shall be properly identified, licensed,

and display a professional appearance. All vehicles performing work within the City right-of-ways must meet all OSHA and MIOSHA safety requirements.

- c. Contractor shall be responsible for any damages that occur while executing this contract and shall report them by email to the Roadway Asset Manager, or their designee, prior to billing.
- d. Furnish all manpower and machinery and payments of and for same, holding the City of Novi free of liens or encumbrances upon present and future payments made by the City to the Contractor.
- e. The Contractor shall contact City staff daily by phone or email no later than 8:00 a.m. with a list of work completed the day before as well as the current day's schedule.
- f. The Contractor shall contact City staff daily by 2:00 p.m., to inform of the progress made and what should be completed. This is to ensure proper internal communications.
- g. The Contractor shall conform to all applicable Federal, State and Local laws.
- h. The Contractor shall provide a complete and up-to-date list of the commercially recognized equipment to be used. A site visit to inspect equipment may be made by the City prior to awarding the bid. Failure to pass City inspection of equipment may be cause for disqualification from further consideration of bid.
- i. The Contractor's employees shall maintain a neat and clean appearance at all times. Employees shall wear safety shoes and uniforms at all times.
- j. Uniform must clearly show the name of the contractor. All work shall be performed in a professional, courteous, work person-like manner.
- k. The Contractor's equipment and general safety precautions must meet or exceed all OSHA and MIOSHA requirements. All persons doing work for the City shall be equipped with the proper safety equipment as needed/ required (i.e., safety glasses, safety vests, hard hat, and face shield). The City may exercise the right to remove any employee from the performance of his/her work should an obvious violation be apparent.
- l. The Contractor shall submit an estimated quote within fourteen (14) days of receipt of work requested and must have a written

authorization from the Roadway Asset Manager or their designee prior to starting the approved work.

CLEANUP AND SITE RESTORATION

The contractor shall be responsible for the removal and disposal of all materials, forms, and the restoration of all lawn areas and irrigation systems disturbed during construction activities. Lawn areas shall be consolidated to prevent settling, restored with black dirt, sod in areas where sod was removed, seed and mulch.

TYPE OF WORK / ESTIMATED QUANTITIES

This work is a maintenance contract and may require the successful bidder(s) to mobilize multiple times each year. The total amount of work to be performed under the terms of this contract is unknown. To assist the contractors in preparing their bids we have included municipal locations along with site maps. The contractor will be paid only for work actually completed, and the City cannot guarantee any minimum amount of work.

Municipal Lots	Address
Novi Civic Center	45175 Ten Mile Rd. Novi, MI 48375
Novi Police Headquarters East Lot	45125 Ten Mile Rd. Novi, MI 48375
Novi Police Headquarters West Lot	45125 Ten Mile Rd. Novi, MI 48375
Novi Public Library	45255 Ten Mile Rd. Novi MI 48375
Novi Gun Range	26350 Lee BeGole Dr. Novi, MI 48375
Novi Fire Station #1	42975 Grand River Ave. Novi, MI 48375
Novi Fire Station #2	1919 Paramount Novi, MI 48377
Novi Fire Station #3	42785 Nine Mile Rd. Novi, MI 48375
Novi Fire Station #4	49375 Ten Mile Rd. Novi, MI 48375
Novi Fire Station #5	25804 Beck Rd. Novi, MI 48374
Novi DPW Exterior Parking	26300 Lee BeGole Dr. Novi, MI 48375
Novi DPW Interior Parking	26300 Lee BeGole Dr. Novi, MI 48375
Novi Recycling Center	26300 Lee BeGole Dr. Novi, MI 48375

Pavillion Shore Park East Lot	43390 Thirteen Mile Rd. Novi, MI 48377
Pavillion Shore Park West Lot	43390 Thirteen Mile Rd. Novi, MI 48377
Ella Mae Power Park	45175 West Ten Mile Rd. Novi, MI 48375
Rotary Park	22220 Roethel Dr. Novi, MI 48375
ITC Community Sports Park	51000 Eight Mile Rd. Northville, MI 48167
Lakeshore Park	601 S. Lake Dr. Novi, MI 48375
Village Wood Lake Park	40944 Village Wood Rd. Novi, MI 48375
Novi Dog Park	42390 Nick Lidstrom Dr. Novi, MI 48375
Villa Barr Art Park	22600 Napier Rd. Novi, MI 48374
Bosco Fields	47481 Eleven Mile Rd. Novi, MI 48374
Wildlife Woods Park	26442 Wixom Rd. Novi, MI 48375

FEE STRUCTURE

- a. A completed Bid Form shall be submitted for consideration of future projects. Following receipt of all bids, the City will evaluate the bidder’s qualifications & pricing.

CONTRACTOR EXPERIENCE

The Contractor must provide a list of municipal client project references.

SUBCONTRACTING OF WORK

Work under this contract shall not be sub-contracted without the written authorization of the City of Novi.

STORAGE OF EQUIPMENT AND MATERIALS

The Contractor will not store equipment or materials on City of Novi properties. Materials will not be deposited or stored on streets and sidewalk overnight. If materials are temporarily stored on streets during the day, the Contractor will provide necessary barricading to protect the public.

CONTRACTOR SELECTION

The contract will be awarded to the responsible, responsive bidder(s) whose bid(s), conforming to this solicitation, will be most advantageous to the City of Novi.

Qualifications, experience, references, comparable projects, price, previous experience with contractor, delivery, and other factors will be considered in the evaluation process and award of contract.

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.

ROAD WEIGHT RESTRICTIONS

The City of Novi has several Restricted Commercial Vehicle Routes. These sections of roadway are closed to commercial thru 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>



**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. Said coverage shall be PRIMARY COVERAGE rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City

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 affected 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.

CONTRACT FOR PARKING LOT MAINTENANCE

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 based on unit pricing included in Exhibit A, 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.

Anti-Discrimination. 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.

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.

SAMPLE AGREEMENT

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:

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 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:

3 COPIES

ORIGINAL



CITY OF NOVI

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

MUNICIPAL PARKING LOT MAINTENANCE CONTRACT

Failure to answer all questions could result in rejection of your proposal.

Name of Firm CNW MIDWEST
 Address 183 S. GRAND POINTE DR
 City, State Zip BROOKLYN, MI 49830
 Telephone 248.756.4474 Fax —
 Cell 313.670.4209
 Agent's Name (please print) CASEY WILLIAMS
 Agent's Title PRESIDENT
 Email Address CNWMIDWEST@AOL.COM
 Website CNWMIDWEST OR MICHIGAN PAVEMENT SPECIALISTS

1. Organizational structure: Corporation, Partnership, etc. S-CORP
2. Firm established: 2016 Years in business: 6 yrs
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?
 No Yes Reason: _____
4. Under what other or former names has your organization operated?
CNW MIDWEST & MICHIGAN PAVEMENT — SISTER COMPANIES
5. How many full-time employees? 10 Part-time? 1
6. Are you able to provide insurance coverage as required by this bid? YES
7. List the scope of services (type of work) you are able to perform.
FULL SERVICE ASPHALT RESTORATION
- PAVING, REPAIR, CONCRETE, GRADING, COMMERCIAL, MUNICIPAL
RESIDENTIAL, RAIL, ENERGY ETC.
ALL HARD SURFACE WORK

8. Provide a list of employees and all other professional staff to be assigned to this contract. Include name, title, license number, years' of experience, full/part time, on-call availability, qualifications, and experience.

PILCH - #2102169182 - BUILDERS LIC. - FULL TIME 24/7
35 yrs EXPERIENCE, COO, COL - 313.732.7460
CASH - OWNER, 24/7 AVAILABILITY, COL, OSHA 10, 8 yrs exp.
- 248.756.4474

9. List equipment, tools, and all other resources available to your firm to perform this contract:

2022 F550, 2022 CAT 262D, 2022 CAT PL306B, 2016
CIMLINE 230 CRACK SEALER, 2022 SEALRITE 700 SEAL COAT
2022 F750 DUMP TRUCK, 2014 L68BOY 1000, GRACO 3400,
- MORE TOOLS + TRUCKS -

DEERY SUPER STRETCH, SAFESOAK A.E., CAPITAL ASPHALT, SHAWLIN
WILLIAMS ETC.

10. Provide a list of all open contracts your company currently holds. Include contact name, organization, type, size, required date of completion, percentage of completion, value of contract.

DENTCO - ENTIRE PARKINGLOTS - TYPE GP JOINT
RECONSTRUCTION WORK,
THE OAKS - APARTMENT COMPLEX
"YES!" COMMUNITY HOMES

11. **References:** Provide at least three (3) references for projects that are comparable in scope to this bid. Several references from municipalities would be desirable.

Company ALL SEASONS CONSTRUCTION
Address 151 CASTLEWOOD DR BROOKLYN, MI 49030
Phone 517.879.8156 Contact name TOBIN MCLURM

Company DENTCO INC
Address 1161 E. CLARK RD, DEWITT, MI 48820
Phone 800, 993, 3689 Contact name AMY CAULKINS

Company CITY OF JACKSON
Address 161 W. MICHIGAN AVE, JACKSON, MI 49201
Phone 517, 768, 6060 Contact name SHANNON

12. Claims and Suits: Does your firm have any litigation pending or outstanding against your organization or its officers? If yes, please provide details.

No Yes

13. Provide any additional information you would like to include which may not be included within this Questionnaire. You may attach additional sheets.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: 

Representative's Name (please print) CASEY WILLIAMS

Date 4/18/22

3 COPIES

ORIGINAL



CITY OF NOVI

MUNICIPAL PARKING LOT MAINTENANCE CONTRACT

ADDENDUM #1

INTENT: This addendum has been issued to modify and/or interpret the original specifications for the bid named above. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications and shall hereinafter be considered as part of the package.

RESPONSE: The Contractor shall verify receipt of this Addendum on the Bid Form.

CONTENTS: This Addendum consists of thirty-five (35) pages, including a Revised Bid Form, all parking lot maps and a copy of the pre-bid sign-in sheet.

CLARIFICATIONS:

1. Two new locations have been added:
Novi Ice Arena – 42400 Nick Lindstrom Dr. Novi, MI 48375
Meadowbrook Commons – 25075 Meadowbrook Rd. Novi, MI 48375
2. Hours of Operation: Work is permitted Monday – Saturday, 7:30 am – 7:30 pm. The Department of Public Works can obtain permits to do work outside these hours.
3. No fuel surcharges will be allowed.
4. Tack Coat application shall be used as a binder upon an existing asphalt or a concrete pavement surface prior to an overlay, or between layers of new asphalt.
5. Lakeshore Park bike path: Asphalt needs to be maintained but no additional green paint will be required.
6. Please use **REVISED BID FORM** in this Addendum.
7. Maps for all locations included in this Addendum.

Tracey Marzonie
Finance Department

Notice dated: March 11, 2022

THIS BID SUBMITTED BY:

Company (Legal Registration) CNW MIDWEST

Address 183 So GRAND POINTS DR

City BROOKLYN State MI Zip 49230

Telephone 248.756.4474 Fax -

Representative's Name CASEY WILLIAMS

Representative's Title PRESIDENT

Authorized Signature 

E-mail CNW.MIDWEST@AOL.COM

Date 4/18/22



CITY OF NOVI

MUNICIPAL PARKING LOT MAINTENANCE CONTRACT

REVISED BID FORM

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

Novi Civic Center		
Pay Item	Pay Unit	Unit Price
Seal Coating	Lump Sum	\$ 32,640
Striping - Paved Surfaces	Lump Sum	\$ 2,300
Striping Layout Fee - As Requested	Lump Sum	\$ 200

Novi Police Station		
Pay Item	Pay Unit	Unit Price
East Lot - Seal Coating	Lump Sum	\$ 8490
East Lot - Striping - Paved Surfaces	Lump Sum	\$ 300
East Lot - Striping Layout Fee - As Requested	Lump Sum	\$ 100
West Lot - Seal Coating	Lump Sum	\$ 2823
West Lot - Striping - Paved Surfaces	Lump Sum	\$ 150
West Lot - Striping Layout Fee - As Requested	Lump Sum	\$ 50

Novi Public Library		
Pay Item	Pay Unit	Unit Price
Seal Coating	Lump Sum	\$ 12,560
Striping - Paved Surfaces	Lump Sum	\$ 700
Striping Layout Fee - As Requested	Lump Sum	\$ 150

Novi Police Gun Range		
Pay Item	Pay Unit	Unit Price
Seal Coating	Lump Sum	\$ 2900
Striping - Paved Surfaces	Lump Sum	\$ 200
Striping Layout Fee - As Requested	Lump Sum	\$ 150

Novi Fire Station #1		
Pay Item	Pay Unit	Unit Price
Seal Coating	Lump Sum	\$ 2,000
Striping - Paved Surfaces	Lump Sum	\$ 200
Striping Layout Fee - As Requested	Lump Sum	\$ 150

Novi Fire Station #2		
Pay Item	Pay Unit	Unit Price
Seal Coating	Lump Sum	\$ 1200
Striping - Paved Surfaces	Lump Sum	\$ 200
Striping Layout Fee - As Requested	Lump Sum	\$ 150

Novi Fire Station #3		
Pay Item	Pay Unit	Unit Price
Seal Coating	Lump Sum	\$ 1840
Striping - Paved Surfaces	Lump Sum	\$ 200
Striping Layout Fee - As Requested	Lump Sum	\$ 50

Novi Fire Station #4		
Pay Item	Pay Unit	Unit Price
Seal Coating	Lump Sum	\$ 500
Striping - Paved Surfaces	Lump Sum	\$ 400
Striping Layout Fee - As Requested	Lump Sum	\$ 100

Novi Fire Station #5		
Pay Item	Pay Unit	Unit Price
Seal Coating	Lump Sum	\$ 1,832
Striping - Paved Surfaces	Lump Sum	\$ 200
Striping Layout Fee - As Requested	Lump Sum	\$ 150

Novi Department of Public Works		
Pay Item	Pay Unit	Unit Price
Seal Coating	Lump Sum	\$ 28,640
Exterior - Striping - Paved Surfaces	Lump Sum	\$ 1500
Exterior - Striping Layout Fee - As Requested	Lump Sum	\$ 150
Interior - Striping - Paved Surfaces	Lump Sum	\$ 500
Interior - Striping Layout Fee - As Requested	Lump Sum	\$ 150

Novi Recycling Center		
Pay Item	Pay Unit	Unit Price
Grading gravel portion	Lump Sum	\$ 2500
Material - 21AA	Per Ton Delivered	\$ 34.50

Pavilion Shore Park - East Lot		
Pay Item	Pay Unit	Unit Price
Seal Coating	Lump Sum	\$ 3,760
Striping - Paved Surfaces	Lump Sum	\$ 150
Striping Layout Fee - As Requested	Lump Sum	\$ 50

Pavilion Shore Park - West Lot		
Pay Item	Pay Unit	Unit Price
Seal Coating	Lump Sum	\$ 900
Striping - Paved Surfaces	Lump Sum	\$ 150
Striping Layout Fee - As Requested	Lump Sum	\$ 50

Ella Mae Power Park		
Pay Item	Pay Unit	Unit Price
Seal Coating	Lump Sum	\$ 12,300
Striping - Paved Surfaces	Lump Sum	\$ 600
Striping Layout Fee - As Requested	Lump Sum	\$ 150

Rotary Park		
Pay Item	Pay Unit	Unit Price
Seal Coating	Lump Sum	\$ 1,200
Striping - Paved Surfaces	Lump Sum	\$ 150
Striping Layout Fee - As Requested	Lump Sum	\$ 50

ITC Community Sports Park		
Pay Item	Pay Unit	Unit Price
Seal Coating	Lump Sum	\$ 19,000
Striping - Paved Surfaces	Lump Sum	\$ 800
Striping Layout Fee - As Requested	Lump Sum	\$ 150
Grading gravel portion	Lump Sum	\$ 9,000
Material - 21AA	Per Ton Delivered	\$ 34.50

Lakeshore Park		
Pay Item	Pay Unit	Unit Price
Seal Coating	Lump Sum	\$ 16,000
Striping - Paved Surfaces	Lump Sum	\$ 500
Striping Layout Fee - As Requested	Lump Sum	\$ 200

Village Wood Lake Park		
Pay Item	Pay Unit	Unit Price
Seal Coating	Lump Sum	\$ 1,000
Striping - Paved Surfaces	Lump Sum	\$ 200
Striping Layout Fee - As Requested	Lump Sum	\$ 50

Novi Dog Park		
Pay Item	Pay Unit	Unit Price
Seal Coating	Lump Sum	\$ 2,000
Striping - Paved Surfaces	Lump Sum	\$ 350
Striping Layout Fee - As Requested	Lump Sum	\$ 50

Villa Barr Art Park		
Pay Item	Pay Unit	Unit Price
Seal Coating	Lump Sum	\$ 1,350
Striping - Paved Surfaces	Lump Sum	\$ 200
Striping Layout Fee - As Requested	Lump Sum	\$ 50

Bosco Fields		
Pay Item	Pay Unit	Unit Price
Seal Coating	Lump Sum	\$ 250
Striping - Paved Surfaces	Lump Sum	\$ 50
Striping Layout Fee - As Requested	Lump Sum	\$ 50
Grading gravel portion	Lump Sum	\$ 12,000
Material - 21AA	Per Ton Delivered	\$ 34.50

Wildlife Woods Park		
Pay Item	Pay Unit	Unit Price
Seal Coating	Lump Sum	\$ 4,000
Striping - Paved Surfaces	Lump Sum	\$ 250
Striping Layout Fee - As Requested	Lump Sum	\$ 50

Novi Ice Arena		
Pay Item	Pay Unit	Unit Price
Seal Coating	Lump Sum	\$ 19,520
Striping - Paved Surfaces	Lump Sum	\$ 750
Striping Layout Fee - As Requested	Lump Sum	\$ 100

Meadowbrook Commons		
Pay Item	Pay Unit	Unit Price
Seal Coating	Lump Sum	\$ 22,000
Striping - Paved Surfaces	Lump Sum	\$ 2,000
Striping Layout Fee - As Requested	Lump Sum	\$ 250

General Maintenance		
Pay Item	Pay Unit	Unit Price
Overband	Per lbs	\$ 1.39
Flush Seal/Pencil Seal	Per LF	\$.71
Joint Seal	Per LF	\$.75
Pavement Repair/Full Replacement	Per Sq. Ft.	\$ 4
Pavement Repair/Partial Replacement	Per Sq. Ft.	\$ 3
Striping Removal/Grinding	Per LF	\$.68
Remove & Reinstall Parking Blocks	Per Block	\$ 5

ADDITIONAL CHARGES (Any and all potential additional charges must be disclosed. The City will not pay any additional charges if they are not listed here, or attached on an additional sheet).

1000 Soft ASPHALT REPLACEMENT MINIMUM

- RATES MAY LOWER FOR LARGE QUANTITY

COMMENTS: All these prices are good for 1 year

- PRICES INCLUDE PRICE HIKE ON AUG 1 FROM SUPPLIERS!

- Double Coat Sealant - NOT 1 Heavy Coat

- REPLACEMENT COST INCLUDES PRICE HIKE - "LOCKED IN" PRICE

- ITC PARK - SWEEPER FOR DIRT-FILLED DRIVEWAYS INCLUDED IN COST


We acknowledge receipt of the following Addenda: # 1

- SEAL COAT IS ASPHALT EMULSION - NOT (please indicate numbers)
TOXIC COAL-TAR

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) CNW MIDWEST
Address 183 S. GRAND POINTS DR
City BROOKLYN State MI Zip 49230
Telephone 248.756.4474 Fax -
Representative's Name CASEY WILLIAMS
Representative's Title PRESIDENT
Authorized Signature 
E-mail CNW.MIDWEST@AOL.COM
Date 4/18/22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/19/2022

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 have ADDITIONAL INSURED provisions or 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 James B Richards Agency 18112 Fort Street Riverview MI 48193	CONTACT NAME: Jim Richards	FAX (A/C, No): 734-285-2987	
	PHONE (A/C, No, Ext): 734-285-1500	E-MAIL ADDRESS: james@jamesbrichardsagency.com	
INSURED Casey Williams Dba Local Cuts CNW Midwest, LLC 183 Grand Pointe Dr Brooklyn MI 49230-9749	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Frankenmuth		13986
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 20220419123247576 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N N	6682024	04/09/2022	04/09/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Fire Legal Liability \$ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N N	6682023	04/09/2022	04/09/2023	Fire Legal Liability \$ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000	N N	6682024	04/09/2022	04/09/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A N	6675808	01/19/2022	04/19/2023	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 500,000 E.I. DISEASE - EA EMPLOYEE \$ 500,000 E.I. DISEASE - POLICY LIMIT \$ 500,000
A	RENTED EQUIPMENT	N N	6682024	04/09/2022	04/09/2023	\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Novi
45175 Ten Mile Road
Novi MI 48375

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

Robert Richards

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