



**CITY of NOVI CITY COUNCIL**

**Agenda Item E**  
**April 13, 2015**

**SUBJECT:** Approval to award a unit price debris removal services contract to Ellsworth Industries, Inc., the low bidder, in the estimated annual amount of \$20,000. The contract term is one year with two one-year renewal options.

**SUBMITTING DEPARTMENT:** Department of Public Services – Field Operations Division *RA*

**CITY MANAGER APPROVAL:** *[Signature]*

<b>EXPENDITURE REQUIRED</b>	<b>\$20,000 (Estimated)</b>
<b>AMOUNT BUDGETED</b>	<b>\$10,000 (202-202.00-866.045, Routine Maintenance – Debris Removal – Major Street Fund)</b> <b>\$20,000 (203-203.00-866.045, Routine Maintenance – Debris Removal – Local Street Fund)</b> <b>\$238,000 (210-211.00-872.000, Storm Sewer Maint – Drain Fund)</b>
<b>APPROPRIATION REQUIRED</b>	<b>N/A</b>
<b>LINE ITEM NUMBER</b>	<b>202-202.00-866.045 (Routine Maintenance – Debris Removal – Major Street Fund)</b> <b>203-203.00-866.045 (Routine Maintenance – Debris Removal – Local Street Fund)</b> <b>210-211.00-872.000 (Storm Sewer Maintenance – Drain Fund)</b>

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

Five bids were received and opened on March 17, 2015 following a public bid solicitation period. The lowest bidder is Ellsworth Industries, Incorporated. Ellsworth's bid is recommended as being 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.

Ellsworth currently holds an aggregate material hauling contract for the City and has 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 \$20,000. The contract term is one year with two one-year renewal options.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Markham				

	1	2	Y	N
Council Member Mutch				
Council Member Poupard				
Council Member Wrobel				

**CITY OF NOVI  
DEBRIS REMOVAL BID TAB**

3/17/15  
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	\$ 9.75	ERC Northville	\$ 15.50	Advanced Disposal	Semis will be loaded with 28 yards and trains will be loaded with 50 yards.
Bob Myers Excavating	\$ 10.00	Natural Aggregate	\$ 29.00	Woodland Meadows Landfill	
Jackie's Transport	\$ 10.80	7811 Chubb Rd, Northville	\$ 16.90	5900 Hannan Rd, Wayne	
Osburn Industries	\$ 12.00	Hayes Gravel Pit / Carleton Farms	\$ 21.00	Carleton Farms (Republic Waste)	Material must be mutually agreed between City & Osburn on what goes to landfill and what is considered clean fill.
Bankston Construction	\$ 12.50	Several sites for clean fill dirt only. If debris, it will be same as B.	\$ 18.55	Woodland Meadows RDF	on item A, I want to clarify that clean fill dirt will be directed to various sites and the debris will be directed to Woodland Meadows Landfill. We strongly assume that the City of Novi's personnel will direct the materials for disposal to the landfill or other site.

## CONTRACT FOR DEBRIS REMOVAL SERVICES

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, 45175 Ten Mile, Novi, Michigan 48375 "City", and Ellsworth Industries, whose address is P.O. Box 5366, Plymouth, MI 48170, "Contractor."

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

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

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

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

Payment. The City agrees to pay the Contractor an amount for services and materials as specifically set forth in the completed proposal attached which is a part of Exhibit A. Such payment to be made after satisfactory completion of the work and within thirty (30) days of receiving a final bill or invoice for the work from the Contractor. Such payments will be made pursuant to City policy and approval by City Council.

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

Liability. Contractor shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. Consistent with this liability, the Contractor agrees to defend, pay on behalf of, and hold harmless the City, its agents, and others working on its behalf against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the City by reason of personal injury and/or property damages which arises out of or is in any way connected or associated with this Contract.

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

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

Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because City is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

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

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

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

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

City: Peter E. Auger, City Manager and Maryanne Cornelius, City Clerk

Contractor: Chad Monteith, President

Contract Term. Performance of this Contract shall commence on April 7, 2015 and end on April 6, 2016. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments at the same prices, terms, and conditions of the original contract.

Contract Termination. The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancelation shall be clearly stated in the written notice. In the event of termination Contractor shall be paid as compensation in full for services performed to that date an amount calculated for that particular project. Such amount shall be paid by the City upon Contractor delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been prepared and/or accumulated by Contractor in performing the services up to the date of termination.

Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

WITNESS AND DATES  
OF SIGNATURES:

CITY OF NOVI

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

\_\_\_\_\_  
By: Robert J. Gatt  
Its: Mayor

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

\_\_\_\_\_  
By: Maryanne Cornelius  
Its: Clerk

ELLSWORTH INDUSTRIES

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

\_\_\_\_\_  
By: Chad Monteith  
Its: President



CITY OF NOVI  
BID FORM

DEBRIS REMOVAL CONTRACT (REBID)

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

A. Loading, Removal & Disposal of debris \$ 9.75 Per Cu Yd

Location of disposal site FRC NORTHVILLE

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

\$ 15.50 per Cu Yd

Location of disposal site ADVANCED DISPOSAL

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

Company CITY OF SOUTHFIELD DPW  
Address CARRA LN.  
Phone 248-796-4861 Contact name KELLY MCKENON

Company CITY OF FARMINGTON HILLS DPW  
Address HALSTED RD.  
Phone 248-231-8565 Contact name BRIAN

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

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

5 GRAVEL TRAINS - 50 YARD CAPACITY EACH  
1 JOHN FRONTEND LOADER  
2 SEMI'S 28 YARD CAPACITY.

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


COMMENTS: SEMIS WILL BE LOADED WITH  
28 YARDS AND TRAINS WILL BE  
LOADED WITH 50 YARDS

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

**NON-IRAN LINKED BUSINESS**

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

**THIS BID SUBMITTED BY:**

Company (Legal Registration)   
ELLSWORTH INDUSTRIES

Address R.O. BOX 5366

City Plymouth State MI. Zip 48170

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

Representative's Name (please print) CHAD MONTEITH

Representative's Title PRESIDENT

Representative's Signature 

E-mail CMONTEITH519@COMCAST.NET

Date 3/18/2015





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

**DEBRIS REMOVAL CONTRACT (REBID)**

The City of Novi will receive sealed bids for **DEBRIS REMOVAL** according to the specifications of the City of Novi.

Sealed bids will be received until **2:00 P.M.** prevailing Eastern Time, **Tuesday, March 17, 2015** at which time bids will be opened and read. Bids shall be addressed as follows and delivered to:

**CITY OF NOVI  
CITY CLERK'S OFFICE  
45175 Ten Mile Rd.  
Novi, MI 48375-3024**

All bids must be signed by a legally authorized agent of the bidding firm. **OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "DEBRIS REMOVAL 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.

Sue Morianti  
Purchasing Manager

Notice Dated: March 3, 2015

**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](http://www.mitn.info) and obtain an official copy.



CITY OF NOVI  
DEBRIS REMOVAL CONTRACT  
INSTRUCTIONS TO BIDDERS

This bid is issued by the Purchasing Office of the City of Novi.

**IMPORTANT DATES**

Bid Issue Date	March 3, 2015
Last Date for Questions	Tuesday, March 10, 2015 by 12:00 P.M. Please submit all questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
<b>Response Due Date</b>	<b>Tuesday, March 17, 2015 by 2:00 P.M.</b>

**QUESTIONS**

Please email all questions to the person listed above. Please put the name of the bid in the subject line. If you type other text in the subject line, your email may be deleted as spam.

**BID SUBMITTALS**

An **ORIGINAL and Two (2) copies** of each bid must be submitted. 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/ADDENDUM**

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](http://www.mitn.info). Any addendum issued by the City shall become part of the ITB and subsequent contract and shall be taken into account by each bidder in preparing its bid. Only written addenda is binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

**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 proposal.

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. 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.

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

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

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

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

**GENERAL CONDITIONS**

**INSURANCE**

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

**PERMITS**

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

**TAX EXEMPTION**

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful bidder with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

**FREIGHT CHARGES/SHIPPING/HANDLING**

All bid pricing is to be quoted as F.O. B. destination.

**DOWN-PAYMENTS OR PRE-PAYMENTS**

Any bid proposal submitted which requires a down-payment or prepayment prior to delivery and full acceptance of the item(s) as being in conformance with specifications will not be considered for award.

**INVOICING**

Invoice must be mailed to: City of Novi, Attn: Finance Department, 45175 Ten Mile Road, Novi, MI 48375

**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 proposal, the offerer certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

- (a) The prices in the proposal 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 offerer or with any other Competitor; and
- (b) No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

- (c) He is the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or
- (d) He is not the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal 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 proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.



CITY OF NOVI  
DEBRIS REMOVAL CONTRACT (REBID)  
SPECIFICATIONS

**PICK-UP LOCATIONS**

1. City of Novi DPS Facility, 26300 Lee BeGole Drive, Novi MI 48375
2. 46351 West Road, Novi, MI 48377 (enter from West Park Drive just south of the Novi Waste Water Treatment Plant)
3. 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 catch basin sediment, block and brick from catch basin rehabilitations, ditching materials (dirt), broken concrete and asphalt (paving work), 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 the trucks and provide their own equipment for this task.

Contractor is responsible for attaining a signed manifest for each load that is removed from the site. The Driver shall obtain this manifest at the Novi Department of Public Services located at 26300 Lee BeGole Dr., Novi, MI 48375.

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

The City is not liable for any damage to dump boxes as the result of loading and hauling.

**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.

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

**QUANTITY**

Over the last 3 years, the City has accumulated an average of 6,900 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. 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 proposer, the contract may be renewed two (2) times in one (1) year increments at the same terms and conditions of the original contract.

**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.
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.