



## CITY of NOVI CITY COUNCIL

**Agenda Item: N**  
**July 31, 2017**

**SUBJECT:** Approval to award a unit price contract for Catch Basin Cleaning Services to Greenscape, the low bidder, for a one-year term with two one-year renewal options at an estimated annual cost of \$45,900

**SUBMITTING DEPARTMENT:** Department of Public Services – Field Operations Division *M.W.*

**CITY MANAGER APPROVAL:** *PK*

<b>EXPENDITURE REQUIRED</b>	<b>\$45,900 (Estimated)</b>
<b>AMOUNT BUDGETED</b>	<b>\$46,000 (210-211.00-872.030 Storm Sewer Maintenance – Catch Basin Cleaning)</b>
<b>APPROPRIATION REQUIRED</b>	<b>N/A</b>
<b>LINE ITEM NUMBER</b>	<b>210-211.00-872.030 (Storm Sewer Maintenance – Catch Basin Cleaning)</b>

### BACKGROUND INFORMATION:

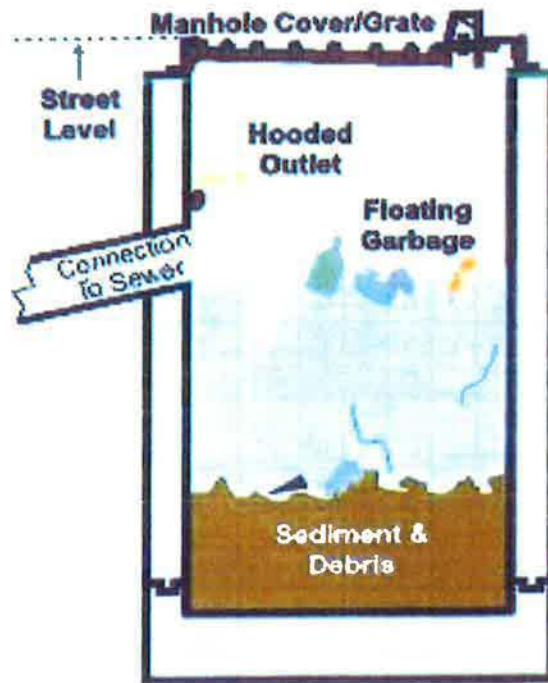
The City of Novi is responsible for the inspection, cleaning, and rehabilitation of storm water collection and treatment structures throughout the community, located along the roadways. These structures collect rainwater, snow melt and excess irrigation water that drains overland and from paved surfaces. Each serve as the first step in managing the local storm water collection and discharge control operation. The Department of Public Services is responsible for cleaning approximately 700 of the sediment collection structures annually, as part of a 5-year cyclical cleaning program.

Throughout the system, the bottom of many structures is designed to filter out sediments, woody debris and refuse. If these structures are not cleaned on a regular basis, they have the potential to release unwanted sediment downstream into streams and lakes; or could possibly become clogged and cause localized flooding.

Three bids were received and opened on April 13, 2017 following a public bid solicitation period. The low bidder is Greenscape. Greenscape provided unit pricing on catch basin cleaning, storm sewer jetting and closed circuit television (CCTV) inspection. Pricing was also submitted for after-hours/emergency work.

Greenscape is recommended as being in the best interest of the City for being responsive (i.e., Greenscape has complied with all requirements of the bidding instructions), and for submitting the lowest price based on extended unit pricing for the FY 2017-2018 cleaning program.

**RECOMMENDED ACTION:** Approval to award a unit price contract for Catch Basin Cleaning Services to Greenscape, the low bidder, for a one-year term with two one-year renewal options at an estimated annual cost of \$45,900



CITY OF NOVI  
 CATCH BASIN CLEANING SERVICES BID TABULATION  
 APRIL 13, 2017 11:00 A.M.

	Unit	Est. Qty	Greenscape		Metro Environmental		Safeway Transport	
			Unit cost	Extended cost	Unit cost	Extended cost	Unit cost	Extended Cost
<b>1. Catch basins</b>								
Local roads	each	560	\$ 65.00	\$ 36,400.00	\$ 69.00	\$ 38,640.00	\$ 75.00	\$ 42,000.00
Major roads	each	140	\$ 65.00	\$ 9,100.00	\$ 69.00	\$ 9,660.00	\$ 100.00	\$ 14,000.00
<b>2. Storm Sewer Jetting</b>								
12" sewer	LF	100	\$ 0.50	\$ 50.00	\$ 2.25	\$ 225.00	\$ 1.00	\$ 100.00
18" sewer	LF	100	\$ 0.75	\$ 75.00	\$ 2.25	\$ 225.00	\$ 1.50	\$ 150.00
24" sewer	LF	100	\$ 1.00	\$ 100.00	\$ 2.25	\$ 225.00	\$ 2.00	\$ 200.00
<b>3. CCTV Inspection (as requested)</b>								
12" sewer (or smaller)	LF	100	\$ 0.50	\$ 50.00	\$ 2.25	\$ 225.00	\$ 1.00	\$ 100.00
18" sewer	LF	100	\$ 0.50	\$ 50.00	\$ 2.25	\$ 225.00	\$ 1.50	\$ 150.00
24" sewer	LF	100	\$ 0.75	\$ 75.00	\$ 2.25	\$ 225.00	\$ 2.00	\$ 200.00
<b>BID TOTAL</b>				<b>\$ 45,900.00</b>		<b>\$ 49,650.00</b>		<b>\$ 56,900.00</b>
<b>After Hours/Emergency</b>								
Nights (5 pm - 8 am)	per Hour		\$	200.00	\$	225.00	\$	200.00
Weekends (Friday 5 pm - Monday 8 am)	per Hour		\$	200.00	\$	250.00	\$	225.00
Holidays	per Hour		\$	250.00	\$	250.00	\$	250.00
Exceptions							Item 2: Pricing is based on already being on site to clean basins. Call out to jet is \$200/hr w/4 hr minimum = \$800.00; Item 3: Camera based on minimum footage of 800 ft. or 1/2 day.	
Comments					Hourly rates for jetting & cctv include 2 hour minimum port to port			



## CONTRACT FOR CATCH BASIN CLEANING 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 Greenscape, whose address is P.O. Box 133, Lake MI 48632, "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 the pricing 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.

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

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

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

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

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

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

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

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

Contractor: Brian Cataldo, Owner

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:

GREENSCAPE ("CONTRACTOR")

Howard Aube

Brian Cataldo

Date: 5/3/17

By: Brian Cataldo  
Its: Owner



CITY OF NOVI  
CATCH BASIN CLEANING SERVICES

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:

The quantities are annual estimates and therefore subject to increase or decrease without changing the unit cost.

Description	Unit	Estimated Quantity	Unit Price	Extended Amount
1. Catch basins		700		
Local Roads	each		\$ 65. <sup>00</sup>	\$ 65. <sup>00</sup>
Major Roads	each		\$ 65. <sup>00</sup>	\$ 65. <sup>00</sup>
2. Storm Sewer Jetting (as requested)				
12" sewer	LF	100	\$ .50	\$ 50. <sup>00</sup>
18" sewer	LF	100	\$ .75	\$ 75. <sup>00</sup>
24" sewer	LF	100	\$ 1.00	\$ 100. <sup>00</sup>
3. CCTV Inspection (as requested)				
12" sewer (or smaller)	LF	100	\$ .50	\$ 50. <sup>00</sup>
18" sewer	LF	100	\$ .50	\$ 50. <sup>00</sup>
24" sewer	LF	100	\$ .75	\$ 75. <sup>00</sup>
			<b>BID TOTAL:</b>	\$ 530. <sup>00</sup>

AFTER HOURS/EMERGENCY WORK	HOURLY RATE
Nights (5 pm – 8 am)	\$ 200. <sup>00</sup>



Weekends (Friday 5 pm – Monday 8 am)	\$ 200. <sup>00</sup>
Holidays	\$ 250. <sup>00</sup>

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMENTS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**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) Greenscape

Address P.O. Box 133

City Lake State Mi Zip 48632

Telephone 989 544-2489 Fax 989 544-2817

Representative's Name Brian Cataldo

Representative's Title owner

Authorized Signature 

E-mail bw cataldo @ yahoo . com

Date April 11, 2017





CITY OF NOVI  
CONTRACTOR QUALIFICATIONS QUESTIONNAIRE  
CATCH BASIN CLEANING SERVICES

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

Name of Firm Greenscape  
Address: PO. Box 133  
City, State Zip Warren MI 48090  
Telephone 989 544-2489 Fax 989 544-2817  
Mobile 989-329-1939  
Agent's Name (please print) Brian Cataldo  
Agent's Title owner  
Email Address: bw.cataldo@yahoo.com  
Website \_\_\_\_\_

1. Organizational structure: Corporation, Partnership, etc. Sole Proprietor
2. Firm established: 1988 Years in business: 29 years
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?  
\_\_\_\_\_
5. How many full time employees? 20 Part time? 5
6. Are you able to provide insurance coverage as required by this bid? yes
7. 24/7 Emergency Telephone Number 989 329-1939
8. Provide your procedure for handling night & weekend calls  
Calls are answered and Equipment and Manpower is dispatched immediately.
9. List the scope of services (type of work) you are able to perform.  
Catch Basin Cleaning / Televising  
Water and Sewer installation and repair.

10. 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.

Lydia Bierbach B-621-564-585-603 10 years. Full Time Vac Truck Oper.  
Dustin Vallad V430155298432 15 years Full Time Vac Truck Operator On Call 24/7  
Brandon Davis D12098115608 Full Time 9 years Vac Truck Assist On Call 24/7  
Rex Bailey B468734603924 Full Time 4 years Vac Truck Assist.  
Rodney Quick Q200744031427 Full Time Spec. Sewer Main Dept. On call 24/7

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

Vac Truck 16 cu yd Combo Vacuum 2014  
Vac Truck 16 cu yd combo Vacator 2012  
Aerowater TH3 Scorpion 2008  
Easement Machine 1000TH Tree Horse 2016  
Camera System Jci 500006 Insight Vision. 2016

12. 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.

Kent County Road Commission 800 basins 9/30/17 50,000.00 25%  
MDOT Brighton 3000 basins 9/30/17 200,000.00 30%  
Macosta County Road Commission 1000 basins 9/30/17 70,000.00 5%

13. List the municipalities that you have contracted with for this type of work during the last 3 years.

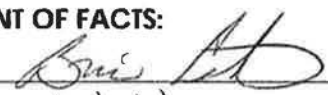
Municipality: MDOT  
Contact person: Tom Simpson Phone: 810 227 4681  
Email address: SimpsonT4@michigan.gov

Municipality: Kent County Road Commission  
Contact person: Steve Roon Phone: 616 242-6950  
Email address: sroon@kentcountyroads.net

Municipality: Mecosta County Road Commission  
Contact person: Tim Nestle Phone: 231-996-2611  
Email address: tnestle@mecostaroads.org

14. Claims & Suits: Does your firm have any litigation pending or outstanding against your organization or its officers? If yes, please provide details.  
No  Yes   
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. 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) Brian Cataldo  
Date April 11, 2017



Michigan Department of Environmental Quality



Uniform Program  
for Liquid Industrial Waste  
Transportation Credentials

BRIAN CATALDO  
BRIAN CATALDO DBA GREENSCAPE  
PO BOX 133  
LAKE, MI 48632-

EPA Transporter Identification Number: MIK883418113  
USDOT Motor Carrier Identification Number: 1804173  
Intrastate Motor Carrier Identification Number:  
Telephone Number in case of accident or emergency: (989) 544-2489

Michigan LIW Uniform Program Identification Number: ULIW01804173MI

Certified by: *Geannette M. Needles*

Registration Issued: 5/2/2016                      Registration Expiration: 5/2/2017

Issuing Agency: Department of Environmental Quality

Agency Telephone Number: (586)-753-3850 or (586)-494-5091



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

**CATCH BASIN CLEANING SERVICES**

The City of Novi will receive sealed bids for **Catch Basin Cleaning Services** according to the specifications of the City of Novi.

Sealed bids will be received until **11:00 A.M.** prevailing Eastern Time, **Thursday, April 13, 2017** 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 representative of the bidding firm. **OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "Catch Basin Cleaning Services 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 29, 2017

**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  
CATCH BASIN CLEANING SERVICES  
INSTRUCTIONS TO BIDDERS

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

**IMPORTANT DATES**

Bid Issue Date	March 29, 2017
Last Date for Questions	Thursday, April 6, 2017 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>Thursday, April 13, 2017 by 11:00 A.M.</b>

**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 two (2) years. Upon mutual consent of the City of Novi and the successful bidder, the contract may be renewed for one (1) year at the same terms and conditions of the original contract.

**BID SUBMITTALS**

Provide **one (1) copy of your bid, signed in ink**. Bid may be clipped but should not be stapled or bound. 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](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 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 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.



**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](http://www.sam.gov)



## **GENERAL CONDITIONS**

### **INSURANCE**

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

### **PERMITS**

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

### **CLEAN UP**

The contractor shall keep the work area and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the City's designated representative(s). Before final inspection and acceptance of the work, the Contractor shall clean his portion of the work area. All materials removed/replaced shall be the responsibility of the contractor to properly dispose of.

### **SAFETY REQUIREMENTS**

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

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

### **CONTRACT RENEWAL**

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

### **NO EXCLUSIVE CONTRACT**

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option.

### **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.

**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.

**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.

**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>

**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:

- (c) He 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



(d) He 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**  
**CATCH BASIN CLEANING SERVICES**  
**SPECIFICATIONS**

**SCOPE OF WORK**

The City of Novi maintains approximately 3,500 storm sewer structures throughout the community. Each season the Department of Public Services is responsible for cleaning an estimated 700 assets along major and neighborhood roadways between April and October. The City also responds to limited concerns in the evenings, weekends, or holidays to abate flooding concerns or investigate potentially damaged storm sewer line breaks through mechanical or televised inspection.

The Contractor shall perform the following services in accordance with the requirements as defined and noted herein:

1. The successful bidder shall provide all necessary material, labor, and equipment associated with cleaning catch basins; including hauling and disposing waste off site, and upon request, jet clean any outlet in a catch basin that is covered by debris, up to a maximum of fifty (50) feet.
2. The purpose of this contract is to clean storm sewer catch basins and jet storm sewers in compliance with the contract specifications, general conditions, and general specifications. All work performed under this contract shall be performed in compliance with the City of Novi's NPDES phase 2 Storm Water Permit, as well as applicable City, State and Federal laws, rules, regulations and ordinances.
3. All work performed under this contract shall also comply with the regulations promulgated by the Michigan Department of Environmental Quality (MDEQ), Water Bureau (WB), and Waste and Hazardous Materials Division (WHMD).
4. The contractor shall be registered and permitted as a uniform liquid industrial waste transporter under the provisions of Hazardous Materials Transportation Act (HMTA). The contractor/transporter must notify the Waste and Hazardous Materials Division (WHMD) concerning the work called for under this agreement and obtain a site identification number. A uniform hazardous waste manifest, or consolidated manifest, must accompany loads per MDEQ operational memo 121-3. The waste transporting portion of the vehicle and/or containers used to transport the waste must be kept closed except when adding or removing waste. The vehicle's exterior shall be kept free of the liquid waste and residue. Throughout the term of the agreement, the contractor shall maintain appropriate pollution liability insurance.

5. Once the project has begun, the contractor is expected to proceed without delay or disruption, except for work stoppage due to inclement weather.
6. All Vacators shall be ten yard, 150 GPM, or approved equivalent. All equipment shall be equipped with strobe lights, flashers, and other caution systems, in compliance with all City, State and Federal rules, regulations, ordinances, and standards. All machines supplied by the contractor shall be uniform in appearance, maintained in a reasonably neat and clean condition, and shall be cleaned before starting work (to prevent any hazardous materials collected from other locations from contaminating the spoils removed from Novi's catch basins). The City reserves the right to examine and approve contractor's catch basin cleaning and storm sewer jetting equipment prior to the award of contract.
7. The Contractor will be given access to the DPS yard to dump spoils. This will allow greater production by the cleaning equipment while transportation of the spoils to the disposal site is accomplished by other vehicles.
8. At all times during the performance of the contract, the contractor shall provide and maintain, in full operation, a sufficient crew of workers, safety signing, tools, materials and reliable equipment to perform the work as specified. The contractor shall be responsible for the conduct and discipline of all of his employees.
9. The contractor shall not subcontract this work without prior written approval of the City of Novi.
10. The contractor will conduct his work in such a manner to ensure that the work does not interfere with regular traffic flow, shall not create traffic congestion, or a traffic hazard. All work zones and work convoys shall conform to the requirement of the Michigan Manual for Uniform Traffic Control Devices.
11. The contractor shall be responsible for cleaning all assigned catch basins and storm sewers in the City of Novi in a professional manner. If the City's inspector determines that a catch basin does not warrant cleaning, it will be skipped over and no fee will be paid. So called "short" or "shallow" catch basins are frequently skipped. All schedules and work performance will be monitored and approved by the DPS Roadway Asset Manager, or their designee. Catch basin cleaning and storm sewer jetting shall not be scheduled when precipitation is forecast.
12. The contractor will mark with paint (small dot) on the top of each catch basin after it is thoroughly cleaned. The contractor shall complete and submit a daily



work report indicating the date, location, and condition of the catch basins serviced the following morning. This will be sent daily by e-mail to the DPS Roadway Asset Manager, or their designee.

13. The contractor will notify the DPS Roadway Asset Manager or his designee, of any catch basins that are in need of repair.
14. The contractor will be responsible for leaving the work areas safe and clean, including all leaks and spills.
15. In the event that the contractor is required to jet/clean a storm sewer, the method for disposal of solid spoils flushed out of an end section shall be the same as herein described for catch basin solids.
16. Payment shall be made on the basis of monthly invoices, after work has been inspected and approved by DPS.

Bid Item 1: Catch Basin cleaning will be paid for at the contract unit price per catch basin cleaned. Transport and disposal of spoil solids shall be incidental to this pay item.

Bid Item 2: Storm Sewer Jetting (as requested) will be paid for at the contract unit price per linear foot and diameter of the sewer. Transport and disposal solid spoils, per specifications above, shall be incidental to this pay item.

Bid Item 3: CCTV Inspection (as requested) will be paid for at the contract unit price per linear foot and diameter of the sewer.

## **INVOICING**

Invoices must be emailed to DPS Roadway Asset Manager or his designee. It will be confirmed that the work has been completed before the invoice is sent to Accounts Payable for payment.



**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 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**

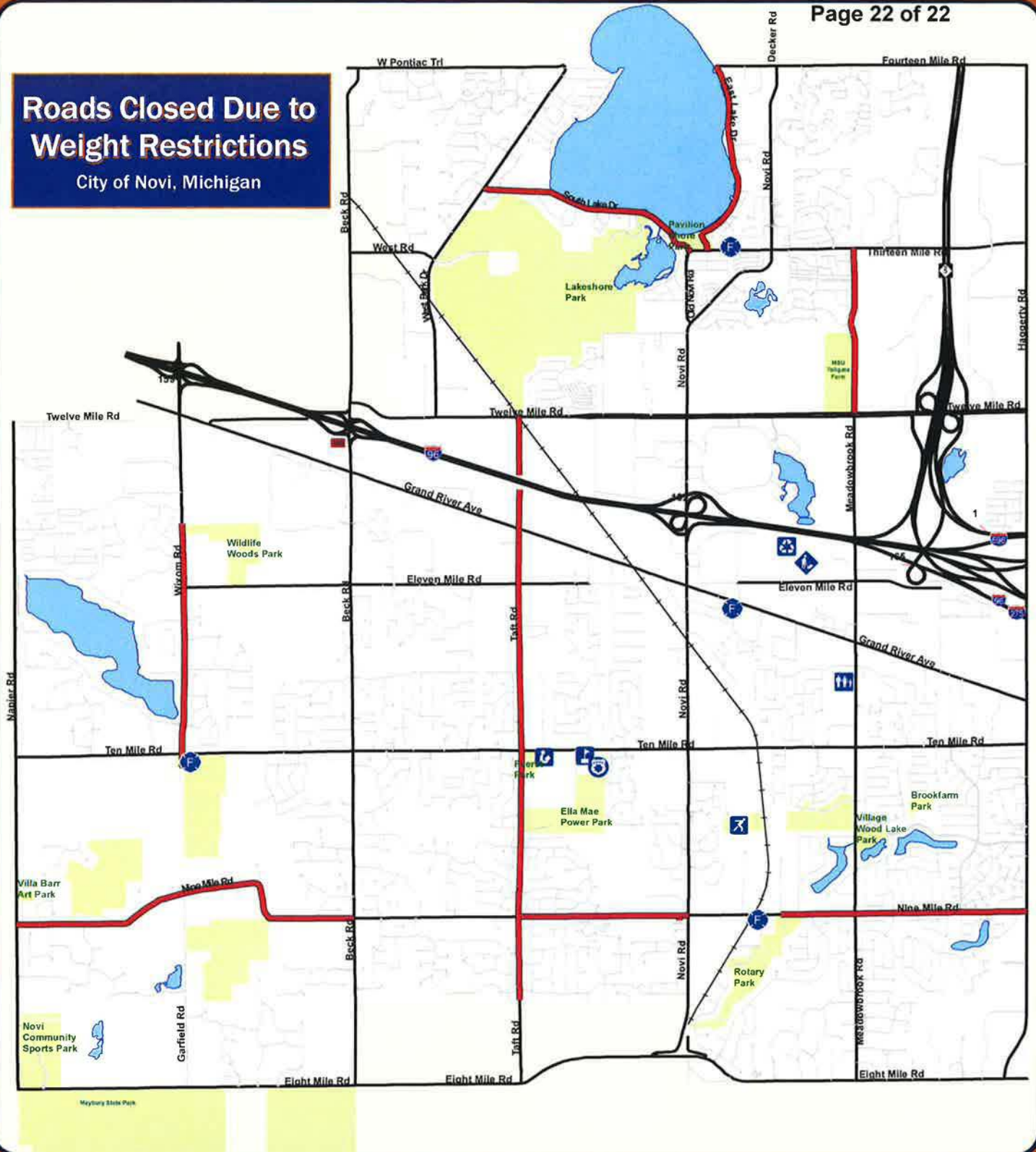
1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) 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.

# Roads Closed Due to Weight Restrictions

City of Novi, Michigan



Map Author: Kerl Blough  
Date: February 6, 2014  
Project: Restricted Roads  
Version #: 1.0

**MAP INTERPRETATION NOTICE**

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to assist National Map Accuracy Standards and use the most recent accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

**Map Legend**

- |              |                               |                     |               |
|--------------|-------------------------------|---------------------|---------------|
| Civic Center | Meadowbrook Activities Center | City B-Closed Roads | Lake          |
| DPS          | Police Station                | Freeway             | Parkland      |
| Fire Station | Recycling                     | Major Streets       | City of Novi  |
| Ice Arena    | Library                       | Minor Streets       | Novi Township |
|              |                               | Railroad            |               |



**City of Novi**  
Department of Public Services  
Field Operations Division  
26300 Lee BeGole Drive  
Novi, MI 48375  
cityofnovi.org



1 inch = 4,200 feet

