



**CITY OF NOVI CITY COUNCIL  
OCTOBER 9, 2023**

**SUBJECT:** Approval to award a contract to Accurate Parking Lot Services Inc., the sole bidder, for municipal parking lot maintenance services, in an estimated annual amount of \$60,000. The contract term is for one year with three one-year renewal options.

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

<b>EXPENDITURE REQUIRED</b>	<b>\$ 60,000 (estimate)</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 15,000 Parking Lot Maintenance – Parks</b> <b>\$ 10,000 Parking Lot Maintenance – Civic Center</b> <b>\$ 15,000 Parking Lot Maintenance – Police</b> <b>\$ 15,000 Parking Lot Maintenance – Fire</b> <b>\$ 5,000 Parking Lot Maintenance – DPW</b> <b>\$ 60,000 Total FY 2023-24 Budget</b>
<b>APPROPRIATION REQUIRED</b>	<b>\$ 0</b>
<b>LINE ITEM NUMBER</b>	<b>101-441.20-931.208, 101-441.20-931.265, 101-441.20-931.301, 101-441.20-931.337, 101-441.20-931.442</b>

**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 pavement 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.

One bid was received and opened on September 15, 2023, following a public bid solicitation period. The bid tabulation is included in the packet. Accurate Parking Lot Services Inc. is being recommended as being in the best interest of the City as it is responsive and complies with all requirements of the bidding instructions. Work is anticipated to begin this fall.

**RECOMMENDED ACTION:** Approval to award a contract to Accurate Parking Lot Services Inc., the sole bidder, for municipal parking lot maintenance services, in an estimated annual amount of \$60,000. The contract term is for one year with three one-year renewal options.



**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.

Sealed bids will be received until **2:00 P.M.** prevailing Eastern Time, **Thursday, September 7, 2023** 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: August 23, 2023

**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**  
**MUNICIPAL PARKING LOT MAINTENANCE CONTRACT**  
**INSTRUCTIONS TO BIDDERS**

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

**IMPORTANT DATES**

Bid Issue Date	August 23, 2023
Last Date for Questions	Thursday August 31, 2023 by 12:00 P.M. Please submit all questions via email to: Tracey Marzonie, Finance Department tmarzonie@cityofnovi.org
<b>Response Due Date</b>	<b>Thursday, September 7, 2023 by 2:00 P.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 one (1) year. Upon mutual consent of the City of Novi and the successful bidder, the contract may be renewed three (3) times in one (1) year increments at the same terms and conditions of the original contract.

**BID SUBMITTALS**

Provide **one (1)** unbound signed bid marked as ORIGINAL. 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 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](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.

### **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 \$60,000.00 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 Field Operations 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. Line Striping**

- a. The ability to complete the line striping without 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.

Must have the ability to remove existing lines upon request using the following techniques. The Field Operations Manager will determine the appropriate application.

- 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.
- iii. Sandblasting

## **C. Removal and Replacement of Parking Lot Paved Surfaces and Non-Motorized Pathways.**

- 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 (1/4) 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.

#### **D. 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 rights-of-way 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 Field Operations 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 Field Operations 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.

<b>Municipal Lots</b>	<b>Address</b>
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
Pavilion Shore Park East Lot	43390 Thirteen Mile Rd. Novi, MI 48377
Pavilion 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: Victor Cardenas, 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:





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 Accurate Parking Lot Services, Inc.  
 Address 7091 Winding Brook Court  
 City, State Zip West Bloomfield MI 48322  
 Telephone 248-626-0072 Fax 248-313-9523  
 Cell 586-929-5482  
 Agent's Name (please print) Jason Gold  
 Agent's Title President  
 Email Address vballjmg@aol.com  
 Website N/A

1. Organizational structure: Corporation, Partnership, etc. Corp.

2. Firm established: 1988 Years in business: 36

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?  
Accurate Striping Services, Inc.

5. How many full-time employees? 2 Part-time? 3

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.  
Layout and Striping, Restriping,  
Hot Rubber Crack Fill, Sealcoating,  
Asphalt Repairs - Hot and Cold  
Patching and Paving, Catch Basin  
Rebuild, Parking Lot and Traffic  
Control, Signage, Guard Posts, Bumper Blocks

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.

DL Jason Michael Gold, President  
DL 6430373603528  
30 years, Full Time, on-call  
John Jones III, Foreman  
24 years. Full time

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

Work Trucks and trailers, striping machines, machine scarifier, Asphalt + Hot Rubber equipment

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.

12 Oak Mall - Mark Newman  
Briarwood Mall - Mike Ewald  
West Bloomfield Schools - Ted Stinson  
Langhorne Schools - Joe Vitale  
Frankel Associates - Stanley Frankel  
Somerset Inn Hotel - Duane Swanson

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 City of Madison Heights  
Address 801 Ajax Dr., Madison Heights  
Phone 248-589-2294 Contact name Sean Ballantine

Company Lamphere Schools  
Address 31600 Aghello Drive, Madison Heights, MI 48071  
Phone 810-459-2550 Contact name Joe Vitale

Company Frankel Associates Suite 900  
Address 2301 W. Big Beaver Road, Troy MI 48064  
Phone 248-649-2600 Contact name Stanley Frankel

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

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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: Jason M. Gold

Representative's Name (please print) Jason M. Gold

Date 091203



**CITY OF NOVI**  
**MUNICIPAL PARKING LOT MAINTENANCE CONTRACT**

**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:

<b>Novi Civic Center</b>		
<b>Pay Item</b>	<b>Pay Unit</b>	<b>Unit Price</b>
Striping – Paved Surfaces	Lump Sum	\$ 2,950
Striping Layout Fee – As Requested	Lump Sum	\$ 500
<b>Novi Police Station</b>		
<b>Pay Item</b>	<b>Pay Unit</b>	<b>Unit Price</b>
East Lot - Striping - Paved Surfaces	Lump Sum	\$ 1,000
East Lot - Striping Layout Fee – As Requested	Lump Sum	\$ 400
West Lot - Striping - Paved Surfaces	Lump Sum	\$ 425
West Lot - Striping Layout Fee – As Requested	Lump Sum	\$ 350
<b>Novi Police Gun Range</b>		
<b>Pay Item</b>	<b>Pay Unit</b>	<b>Unit Price</b>
Striping - Paved Surfaces	Lump Sum	\$ 450
Striping - Striping Layout Fee – As Requested	Lump Sum	\$ 450
<b>Novi Public Library</b>		
<b>Pay Item</b>	<b>Pay Unit</b>	<b>Unit Price</b>
Seal Coating	Lump Sum	\$ 10,000
Striping - Paved Surfaces	Lump Sum	\$ 2,100
Striping - Striping Layout Fee – As Requested	Lump Sum	\$ 500

Novi Fire Station #1		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 450
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 200
Novi Fire Station #2		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 450
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 200
Novi Fire Station #3		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 450
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 200
Novi Fire Station #4		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 575
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 300
Novi Fire Station #5		
Pay Item	Pay Unit	Unit Price
Seal Coating	Lump Sum	\$ 1,500
Striping - Paved Surfaces	Lump Sum	\$ 450
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 250
Novi Department of Public Works		
Pay Item	Pay Unit	Unit Price
Exterior - Striping - Paved Surfaces	Lump Sum	\$ 1450
Exterior - Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 450
Interior - Striping - Paved Surfaces	Lump Sum	\$ 850
Interior - Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 925

Pavillion Shore Park- East Lot		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 450
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 250
Pavillion Shore Park- West Lot		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 425
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 250
Ella Mae Power Park		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 925
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 500
Rotary Park		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 450
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 250
ITC Community Sports Park		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 1,600
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 550
Lakeshore Park		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 1550
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 750
Village Wood Lake Park		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 425
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 250

Novi Dog Park		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 425
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 250
Villa Barr Art Park		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 425
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 250
Bosco Fields		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 475
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 325
Wildlife Woods Park		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 475
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 350

General Maintenance		
Pay Item	Pay Unit	Unit Price
Overband	Per lb	\$ 1.15
Flush Seal / Pencil Seal	Per LF	\$ 1.35
Joint Seal	Per LF	\$ 1.25
Pavement Repair / Full Replacement	Per Sq. Ft.	\$ 15
Pavement Repair / Partial Replacement	Per Sq. Ft.	\$ 6
Striping removal / sandblasting	Per LF	\$ 1.99
Remove & Reinstall Parking Blocks	Per Block	\$ 175

**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).**

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

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**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) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Representative's Name \_\_\_\_\_

Representative's Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_

E-mail \_\_\_\_\_

Date \_\_\_\_\_