



CITY of NOVI CITY COUNCIL

**Agenda Item T
February 29, 2016**

SUBJECT: Approval to award a unit price contract to SJR Pavement Repair, Inc., the low bidder, for the 2016 Spray Patch Road Repair Program in the estimated amount of \$70,250. The contract term is one year with two one-year extensions.

SUBMITTING DEPARTMENT: Department of Public Services – Field Operations Division *(MJD) RJA*

CITY MANAGER APPROVAL: *(Signature)*

EXPENDITURE REQUIRED	\$70,250 (Estimated)
AMOUNT BUDGETED	\$50,000 (202-202.00-866.020 Routine Maintenance-Contract-Spray Patch, Major Roadways) \$62,000 (203-203.00-866.020 Routine Maintenance-Contract-Spray Patch, Local Roadways)
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	202-202.00-866.020 (\$21,500, Major Roadways) 203-203.00-866.020 (\$48,750, Local Roadways)

BACKGROUND INFORMATION:

One of the primary goals of the Department of Public Services' asset management program is the preservation of the City's roadways to prevent costly reconstruction. Preventative and routine maintenance, including crack sealing, road patching, curb repairs, and shoulder grading, must be regularly performed to help keep relatively good roads in good condition. This program consists of patching potholes, deteriorated concrete joints, and roadway depressions with Spray Patch (stone and emulsion mixture), to limit water infiltration that can lead to premature structural failures. The objective of preventative maintenance is to preserve good quality roads using lower-cost rehabilitation techniques, rather than allowing the roads to deteriorate to a point that requires road reconstruction involving much more effort at a significantly higher cost.

Novi's preventative maintenance program, in conjunction with the other road improvement programs, is intended to result in an overall improvement in the quality of the City's roadways and increase the overall PASER rating for the roadway network. Patching open joints will help maintain the City's local roadways, limiting further deterioration of existing pavement defects and extend the service life of the pavement.

Two bids were received and opened on February 10, 2016 following a public bid solicitation period. The lowest bidder is SJR Pavement Repair. SJR's bid is recommended as being in the best interest of the City as it is responsive (i.e., SJR's has complied with all requirements of the bidding instructions) and it is the lowest price. SJR has satisfactory performed spray patch roadway repairs previously for the City of Novi. A bid tabulation is enclosed.

We are not recommending that Alternate #1 (whereby the contractor would perform preparatory work for neighborhood streets) be awarded. Instead, as a cost-savings measure we recommend award of base bid work only (DPS crews would do prep work).

This work is being awarded now so that road maintenance can be done during periods of dry weather throughout the 2016 repair season. A map of the primary work locations proposed for major and local roads is attached.

RECOMMENDED ACTION: Approval to award a unit price contract to SJR Pavement Repair, Inc., the low bidder, for the 2016 Spray Patch Road Repair Program in the estimated amount of \$70,250. The contract term is one year with two one-year extensions.

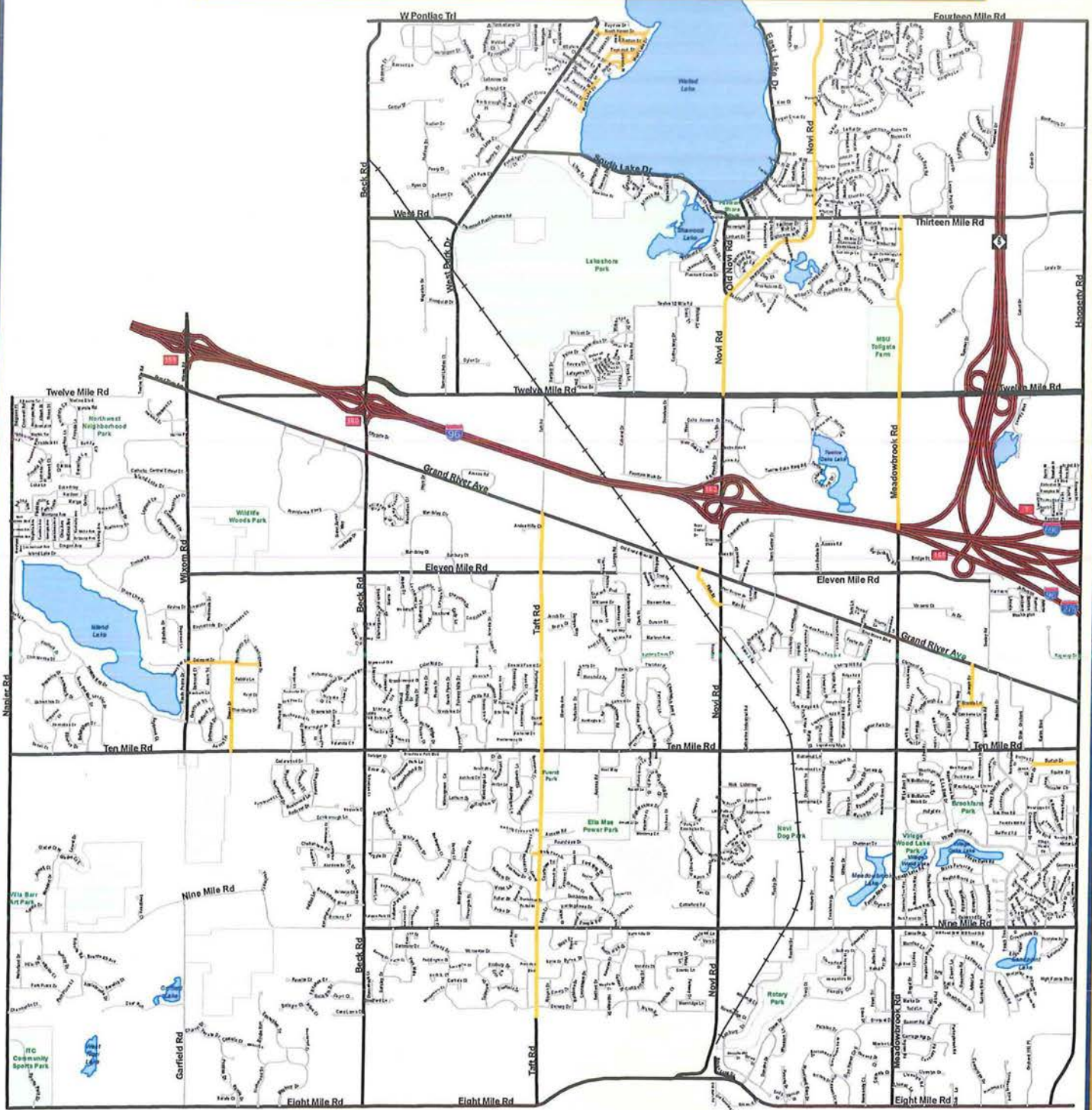
	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

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

CITY OF NOVI
Spray Patch Program Bid Tabulation
February 10, 2016 2:00 P.M.

Company	SJR Pavement Repair	Spray-Patch Road Repair
BASE BID		
Neighborhood Roads- Contractor Repair/DPS does site prep (Unit price/LF)	1.95	2.15
Total amount (25,000 LF)	48,750.00	53,750.00
Major Roads - Contractor Repair/DPS does site prep (Unit price/LF)	2.15	2.32
Total amount (10,000 LF)	21,500.00	23,200.00
TOTAL BASE BID	70,250.00	76,950.00
Alternate #1 -		
Contractor Preparation & repair Neighborhood Roads (Unit Price/LF)	2.40	4.15
Total Alternate #1 (25,000 LF)	60,000.00	103,750.00
Exceptions		
Comments		
Acknowledged Addenda	Yes	Yes
Bid bond included?	Yes	Yes

2016 Proposed Spray Patch Locations



Map Author: Jon Gaittha
 Date: January 29, 2016
 Project: Spray Patch
 Version #: 1.0

Amended By:
 Date:
 Department:

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet 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

- Freeway
- Spray Patch
- Major Streets
- Parks
- Minor Streets
- Lakes



City of Novi

Department of Public Services
 Water & Sewer Division
 26300 Lee BeGole Drive
 Novi, MI 48375
 cityofnovi.org



1 inch = 4,185 feet





CONTRACT FOR SPRAY PATCH PROGRAM

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 SJR Pavement Repair, Inc., whose address is 22120 Ryan Rd., Warren, MI 48091, "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 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 Maryanne Cornelius, City Clerk

Contractor: Robert A. Chapman, President

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: Maryanne Cornelius
Its: Clerk

SJR PAVEMENT REPAIR, INC.

Date: _____

By: Robert A. Chapman
Its: President



**CITY OF NOVI
BID FORM
SPRAY PATCH PROGRAM**

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:

BASE BID:

DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	TOTAL AMOUNT
CONTRACTOR REPAIR NEIGHBORHOOD ROADWAYS (NOVI DPS WILL PERFORM SITE PREPARATION) Repair cracks/joints/holes	L.F.	25,000	1.95	48,750.00
CONTRACTOR REPAIR MAJOR ROADWAYS (NOVI DPS WILL PERFORM SITE PREPARATION) Repair cracks/joints/holes	L.F.	10,000	2.15	21,500.00
TOTAL BASE BID				70,250.00

ALTERNATE #1:

DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	TOTAL AMOUNT
CONTRACTOR PREPARATION AND REPAIR NEIGHBORHOOD ROADWAYS Clean and repair cracks/joints/holes	L.F.	25,000	2.40	60,000.00

Unit Prices:

Unit prices prevail. The City of Novi Purchasing Department will correct all extension errors.

Estimated quantity:

The quantity shown above is an estimate. The City may or may not require this quantity of work to be done and makes no guarantee regarding the amount of work that will actually be done under this contract.

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

Company City of Madison Hts.
Address 300 W. Thirteen Mile Rd., Madison Hts., MI 48071
Phone 248-589-2294 Contact name Joe Vitali Jr.

Company Roncelli, Inc.
Address 6471 Metro Parkway, Sterling Hts. MI
Phone 586-752-3495 Contact name Ken West

Company City of Novi - DPS
Address 23600 Lee BeGole Dr. Novi
Phone 248-361-3148 Contact name Matt Wiktorowski

EXCEPTIONS TO SPECIFICATIONS (all exceptions must be indicated here or attached on a separate sheet):

COMMENTS: _____

We acknowledge receipt of the following Addenda: #1 dated 1/29/14
(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) SJR Pavement Repair, Inc.

Address 22120 Ryan Rd.

City Warren State MI Zip 48091

Telephone 586-755-4204 Fax 586-755-4272

Representative's Name (please print) Robert A. Chapman

Representative's Title President

Representative's Signature Robert A. Chapman

E-mail rac@wowway.com

Date 2-1-16



CITY OF NOVI
BID FORM
SPRAY PATCH PROGRAM

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:

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City Warren State MI Zip 48091

Telephone 586-755-4204 Fax 586-755-4272

Representative's Name (please print) Robert A. Chapman

Representative's Title President

Representative's Signature Robert A. Chapman

E-mail rac@wowway.com

Date 2-1-16



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

SPRAY PATCH PROGRAM

The City of Novi will receive sealed bids for **Spray Patch Program** according to the specifications of the City of Novi.

Sealed bids will be received until **2:00 P.M.** prevailing Eastern Time, **Wednesday, February 10, 2016** at which time bids will be opened and read. Bids shall be addressed as follows and delivered to:

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

All bids must be signed by a legally authorized agent of the bidding firm. **OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "SPRAY PATCH PROGRAM 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: January 25, 2016

NOTICE TO BIDDERS:

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain bid documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.



CITY OF NOVI
SPRAY PATCH PROGRAM
INSTRUCTIONS TO BIDDERS

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

IMPORTANT DATES

Bid Issue Date	January 25, 2016
Last Date for Questions	Wednesday, February 3, 2016 by 12:00 P.M. Please submit all questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	Wednesday, February 10, 2016 by 2:00 P.M.

QUESTIONS

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

TYPE OF CONTRACT

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

BID SUBMITTALS

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

FAILURE TO SUBMIT PRICING ON THE BID FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

CHANGES TO THE BID/ADDENDUM

Should any prospective Bidder be in doubt as to the true meaning of any portion of the ITB, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the staff member indicated above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional Bid provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info . Any addendum issued by the City shall become part of the ITB and subsequent contract and shall be taken into account by each bidder in preparing its bid. Only written addenda is binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

SUBMISSION OF BID

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

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

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

A bid may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the bid may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

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

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

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

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

USE OF THE CITY LOGO IN YOUR BID OR IN ANY OTHER MANNER IS PROHIBITED.

CONSIDERATION OF BIDS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder/proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the bidder states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

The Purchasing Manager hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unit prices shall be submitted if space is provided on bid form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is not provided. Any exceptions to the specifications must be noted on the bid form.

EXCEPTIONS

The City will not accept changes or exceptions to the bid documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the bid form. If Contractor neglects to make the notation on the bid form but writes it somewhere else within the bid documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the bid documents will be applicable during the term of the contract.

CONTRACT AWARD

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

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

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.

BID BOND

A Bid must be accompanied by Bid security made payable to OWNER (City of Novi) in an amount of 5% of Bidder's maximum Bid price. The required security must be in the form of a certified or bank cashier's check made payable to the City of Novi or a Bid bond by a surety licensed to conduct business in the State of Michigan and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Attorneys-in-fact who execute the Bid Security or Bid Bond on behalf of the Surety shall affix to the bond a certified copy of the power of attorney. The Bid security of the successful Bidder will be retained until the Agreement has been executed and the successful bidder has furnished the required Contract security, whereupon Bid Security will be returned. If Bidder fails to execute and deliver the Agreement and furnish the required Contract security within ten days of receipt of the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid Security of any bidder whom owner believes to have a reasonable chance of receiving the Award may be retained by the OWNER until the earlier of the seven (7) days after the effective date of the Agreement or 90 days after the bid opening. Bid Security of other Bidders will be returned within seven (7) days of the Bid Award.

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.

TAX EXEMPTION

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

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

DOWN-PAYMENTS OR PRE-PAYMENTS

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

NOTICE TO BIDDERS

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain bid documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.

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.

MATERIAL SAFETY DATA SHEETS (MSDS)

All City of Novi purchases require a Material Safety Data Sheet, ("MSDS"), where applicable, in compliance with Miosha "Right To Know" law. The MSDS must include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including:
 - a) The potential for fire, explosion, corrosivity, and reactivity;
 - b) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - c) The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

INDEPENDENT PRICE DETERMINATION

By submission of a bid, the offeror 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 offerer or with any other Competitor; and,
- (b) No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

Each person signing the bid certifies that:

- (c) He is the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the 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 offerer'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
SPRAY PATCH PROGRAM
SPECIFICATIONS

The following describes the minimum requirements for the mechanized repair of potholes, drains, sunken slabs, shoulders, spawls, cracks, alligating, and expansion joints. Repairs to be made on concrete, asphalt, as designated by the inspector.

TERM OF CONTRACT

The term of the contract is one year, with two one-year renewable options.

GENERAL

The Contractor shall furnish all materials, tools, equipment, labor, and supervision; and shall provide all other means that may be necessary to complete all the work in conformity in all respects to the requirements as set forth in these specifications.

The Contractor shall minimize interference with the public during the progress of the work. A minimum of one lane of the pavement shall be open to traffic at all times. Contractor shall place and maintain suitable barricades, warning signs and traffic regulators as may be necessary for the safety and convenience of the public and protection of the work in strict compliance with the traffic control and work zone requirements contained in the Michigan Manual for Uniform Traffic Control Devices (MMUTCD).

CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall be duly licensed /certified by the appropriate authorities to perform the work that is bid upon.
- B. Furnish all manpower and machinery and payments of and for same, holding the City of Novi free of liens or encumbrances upon present or future payments made by the City to the Contractor.
- C. Guarantee the reimbursement, repair or replacement and restoration of any cultivated area damaged by careless or accidental use of equipment or machinery. Also, to repair or replace any fences, signs, buildings, poles and/or appurtenances damaged or destroyed by careless or accidental use of equipment or machinery in the performance of the contract.
- D. The Contractor shall contact designated City staff the day prior to by phone or e-mail to report work that is scheduled to be done the next scheduled day. This is to be reported before the work is started to ensure there are no scheduling conflicts.
- E. The contractor shall send an e-mail to designated staff member(s) no later than 9:00 a.m., with a list of all work done the previous day. City staff will inspect all locations that were completed as indicated in email to confirm the work has been done.
- F. Once the work has started the contractor will have 10 days to complete the work at the assigned location.

G. The Contractor shall conform to all applicable Federal, State and Local laws including use of slow moving vehicle signs where required.

MACHINE OPERATORS

All machine operators shall have sufficient training and experience to place materials with a minimum amount of over spray and material loss. Operators shall be able to control the aggregate and emulsion mix so as to assure a high quality, long lasting repair. Excessive overspray or overfill that creates an uneven road surface shall justify a shutdown of the work until it is corrected.

PREPARATION

The surface of the pavement shall be dry at the time of repair. No joints/crack/hole shall be sealed until the cleaning and preparation of the joints/crack/hole has been inspected and approved. Previously sealed and patched areas shall be cleaned down to bare concrete or asphalt. All debris and objectionable material resulting from cleaning operations will be removed from the pavement surface prior to repair. Following patch removal, the work location shall be cleaned of dust and debris using compressed air. The cleaning shall continue until the entire joint/crack/hole is free of dust, oil, water, old joint and patch material, and any other foreign matter which may prevent bonding to the concrete/asphalt. The operator will then apply a thin tack coat of hot emulsion to the area to be repaired. The area will then be filled with a mix of hot emulsion (under high volume [300-400 CFM] and low pressure [12-15 PSI] air) and limestone aggregate. The mix shall be approximately 24 gallons of emulsion to one ton of limestone aggregate. This mix shall completely fill all joints/cracks/holes from their bottom to the grade of adjoining pavement. The compressed air will compact the material sufficiently to allow immediate access to traffic without distortion of patched area. A thin layer of dry aggregate will then be placed over the repaired area; loose material swept back to the repair, and compacted.

EQUIPMENT

The equipment used for cleaning and preparing the joints, cracks and holes, and for sealing the same are subject to review and approval by staff before award of bid.

The patch machine will be totally self-contained with integral hopper for aggregate, or trailer mounted machine with the aggregate feed from towing truck.

The patch machine must have a tapered, adjustable height nozzle at the end of the application hose to concentrate and direct the flow of mixed repair material directly into cracks as small as 2". This also allows for the repair of sharp edges, such as catch basins, etc. The nozzle size and height shall limit over spray to a 3" maximum on either side of the joint.

Air compressors shall be portable or truck mounted; capable of furnishing not less than 100 cubic feet of air per minute at a pressure not less than 90 pounds per square inch. Suitable traps shall be employed to maintain the compressed air free of oil and moisture.

Compaction of final product shall be achieved using a hydrostatic/motorized drum roller, or equivalent approved by the DPS Supervisor.

AGGREGATE

Aggregate shall be Michigan #H-1 or Ohio #9 crushed limestone. All materials shall be MDOT approved/certified.

STORAGE

Arrangements for the storage of equipment and material are the sole responsibility of the contractor. City of Novi facilities/yards will not be available for material storage.

EMULSION

Emulsion shall be HFRS-2, AE-90, APME. Emulsion will be certified for compliance, as well as to prevent runoff and bleeding. Runoff and bleeding will not be permitted.

SAMPLING AND TESTING

All material shall be properly identified. Material testing and certification documents must be made available upon request to the City of Novi.

CONSTRUCTION METHODS

All work must be completed at one location at a time. Exceptions to this specification must be approved by a DPS Supervisor.

The Contractor shall take all necessary precautions to avoid excessive sealant from being discharged onto the pavement.

Application of the sealing emulsion and aggregate shall be done so as to completely fill the joint/crack/hole so that the repair is even with adjacent surfaces. After the first pour has cooled to the temperature of the pavement and settled, additional pours shall be made to fill the void. An additional touch up may be necessary after time and traffic has further compacted the sealant/aggregate mix. All "touch ups" greater than or equal to ½ inch depth within one year of installation shall be incidental to the unit pricing. Any overspray of material shall be minimized to ensure a smooth drive path.

The compound shall not be placed when the surface temperature is less than 40 degrees Fahrenheit, except by the approval of the DPS Supervisor.

Traffic shall not be permitted over the joint/crack/hole until the compound has hardened sufficiently to resist pickup and until stone has been installed over poured joints/cracks/holes.

Compound/stone chips in the gutter pan shall be removed by the contractor the same day to prevent obstruction of storm water flow.

FINAL CLEANUP / SWEEPING

The work shall not be considered complete, and payment not made, until the area has been restored to a neat, orderly appearance acceptable to the DPS Supervisor. Equipment, excess material, rubbish, etc., resulting from the Contractor's operation, must be thoroughly removed from the site.

Any other material removed from the joint/crack/hole shall be disposed of by the Contractor in a manner approved by the DPS Supervisor, and shall be considered incidental to the work. Loose aggregate dislodged by traffic after the final acceptance by the City shall be swept by the City.

METHOD OF MEASUREMENT

Cleaning and resealing joints/cracks/holes will be measured by length in linear feet, measured along the centerline of each joint/crack/hole.

Payment for any joint/crack/hole exceeding a width of 10" for a length of more than 12", and deeper than 8", will be increased proportionately (e.g., a 15" width, deeper than 8", will be paid at the unit rate multiplied by a factor of 1.5).

RECONCILING PAY UNITS

The DPS Supervisor will record, on a daily basis, the quantity of actual pay units earned for each work site. The contractor shall make available an authorized representative to review this record and verify this quantity daily with his/her signature. Any dispute over pay units earned must be resolved before additional work may commence.

PROGRESS

Progress shall be continuous other than disruptions caused by inclement weather.

PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all public property and private abutting property from injury or loss arising in connection with this Contract. He shall, without delay, make good any such damage, injury or loss, and shall defend and save the Owner harmless from all such damages or injuries occurring because of his work. He shall furnish and maintain all passageways, barricades, guard fences, lights and danger signals, provide watchmen and other facilities for protection required by public authority or by local conditions, at no additional cost to the Owner.

RESPONSIBILITY FOR ADJOINING STRUCTURES

The Contractor shall assume full responsibility for the protection of all pavements, walls, landscaping, utilities, water mains, sewers, telephone lines, gas mains and any other services and structures along and near the work which may be affected by his operations, and shall indemnify, defend and save harmless the Owner against all damages or alleged damages to any such structure arising out of his work. The Contractor shall bear the cost of repair or replacement of any such structure damaged as a result of his operations.

CONTRACTOR'S SUPERVISION AND ORGANIZATION

The work under this contract shall be under the direct charge and direction of the Contractor. The Contractor shall give efficient superintendence to the work, using his best skill and attention. The Contractor shall at all times keep on the site of the work, during its progress, a competent superintendent and any and all necessary foremen and assistants.

DRESS CODE

Contractor's employees shall maintain a neat and clean uniform appearance at all times. Employees shall wear safety shoes and uniforms at all times. Uniform

must clearly show the name of the contractor. All work shall be performed in a professional, courteous, work person-like manner.

SUBCONTRACTS

The Contractor shall not subcontract, assign, or transfer this contract or any portion thereof or any payment due him there under, without the written consent of the Owner. If the Contractor shall cause any part of the work under this Contract to be performed by a subcontractor, the subcontractor's officers and employees in all respects are considered employees of the Contractor, and the Contractor shall not be in any manner thereby relieved from his obligations and liability; and the work and materials furnished by the subcontractor shall be subject to the same provisions as if furnished by the Contractor.

SAFETY REQUIREMENTS

Contractor's equipment and general safety precautions must meet or exceed all OSHA and MIOSHA requirements. All persons doing work on City property shall be equipped with 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.

WORK ZONE SAFETY

All work zones shall be signed and barricaded in compliance with the traffic control details herein referenced. In addition, "Loose Gravel" warning signs shall be posted at entrances to each work zone until the roadway is swept.

HOURS OF WORK

All work on neighborhood roadways shall be performed Monday--Friday 7:30 a.m. to 7:00 p.m. No work shall be performed on City observed holidays.

PRICING

- A. This contract does not require prevailing wage.
- B. No fuel surcharges will be allowed.

INVOICING

Contractor will submit invoices to the City only after the work has been completed. Invoices will be mailed to: City of Novi, Attention Finance Department, 45175 Ten Mile Road, Novi, MI 48375, or emailed to invoices@cityofnovi.org

PAYMENT WITHHELD

The City of Novi may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate for progress payment to such extent as may be necessary to protect itself from loss on account of:

- a) Defective work not remedied.
- b) Claims filed or reasonable evidence indicating probable filing of claims.
- c) Failure of the Contractor to make payments properly to subcontractors (if any) or for material, equipment or labor.

- d) A reasonable doubt that the Contract can be completed for the balance then unpaid.
- e) Damage to another Contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

CONTRACT TERMINATION

The City shall have the right to terminate the entire contract thereof for cause or convenience with thirty (30) days written notice. The City may terminate individual sites at any time:

For Cause:

- A. The contractor is not adequately complying with the specifications;
- B. The Contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment of the specified quality or quantity;
- C. The Contractor in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work;
- D. Previous unknown circumstances arise making it desirable in the public interest to void the contract;
- E. The Contractor refuses to proceed with the work when as directed by the City; or the Contractor abandons the work.

Any practice hazardous as determined by the City shall be immediately discontinued by the contractor upon receipt of either written or oral notice to discontinue such practice.

For Convenience:

The City may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The City shall pay all reasonable costs incurred up to the date of notice of termination. The Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of documented and written notice of termination.

ADDITIONAL REQUIREMENTS

- A. All crews of people shall be supervised at all times.
- B. All vehicles doing work on City property shall be properly identified.
- C. All minimal insurance specifications must be met - see detail.
- D. Weekly meetings may be required by the Director of Public Services, or their designee



CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, contractor may agree to provide notice of such cancellation or reduction.
3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract.
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

**ADDITIONAL REQUIREMENTS
HOLD HARMLESS/INDEMNITY**

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
 - A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
 - B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
 - C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.



CITY OF NOVI
SPRAY PATCH PROGRAM
ADDENDUM #1

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

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

CONTENTS: Included in this Addendum are two (2) pages of written addenda description.

CLARIFICATIONS:

1. A map of potential work areas for 2016 is attached as part of this addendum.

QUESTIONS:

1. Do you know where in the city the work will be taking place? It is extremely helpful us to be able to preview the roads and different locations before submitting a bid.

Answer: The bid requires a LF price due to the variability of work locations. It is the City's intent to initiate services on chip seal low ADT roadways and also perform work on select major roadways high in the future. Map of potential 2016 work areas is attached.

Sue Morianti
Purchasing Manager

Notice dated: January 29, 2016