



CITY of NOVI CITY COUNCIL

Agenda Item: 2
April 7, 2014

SUBJECT: Approval to award two-year Aggregate Materials Contracts, each with a single one-year renewable option, to five separate firms (Dani's Transport Inc., Edward C. Levy Inc., Ellsworth Industries Inc., Osburn Industries Inc., and Target Trucking LLC) based on unit pricing for each material, for a total estimated amount of \$131,905.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$131,905 (estimated)
AMOUNT BUDGETED	\$475,000 Major Roads Routine Maintenance \$505,000 Local Roads Routine Maintenance
APPROPRIATION REQUIRED	\$0
LINE ITEM NUMBER	202-202.00-866.000 (50%) 203-203.00-866.000 (50%)

BACKGROUND INFORMATION:

Aggregate materials (i.e. gravel, stone, sand) are used in a variety of road and drain maintenance work activities. An invitation to bid was publically advertised on the Michigan Intergovernmental Trade Network (MITN) and five bids were received (see attached invitation to bid, and bid tabulation). The following table summarizes the attached bids, with the lowest responsive, responsible bidder listed in each category of material.

Materials	Estimated Tons	Company	Price Per Ton	Total Cost
Natural Sand 2NS	300	Target Trucking	\$10.50	\$3,150
Fill Sand (Bank Run)	300	Target Trucking	5.80	1,740
21A Limestone	500	Dani's Transport	12.85	6,425
*Alternate for 21A: Slag	500	Edward C. Levy	11.71	5,855
21AA Limestone	1500	Dani's Transport	12.85	19,279
**Alternate for 21AA: Slag	1500	Edward C. Levy	11.71	17,565
22A Natural	1800	Ellsworth Ind.	9.85	17,730
23A Natural	400	Ellsworth Ind.	9.85	3,940
34R Peastone	200	Target Trucking	14.75	2,950
4G Limestone	200	Dani's Transport	14.25	2,850
6A Natural	1500	Dani's Transport	14.10	21,150
6A Limestone (3/4')	100	Dani's Transport	14.30	1,430
4A Limestone	1000	Dani's Transport	18.25	18,250
1"X3" Limestone	400	Dani's Transport	14.10	5,640
2"X4" Landscape/Floatstone	400	Dani's Transport	21.00	8,400
4"X8" Rip Rap	100	Dani's Transport	18.25	1,825
3x1 Blast Furnace Slag	100	Dani's Transport	15.50	1,550
Chloride Treated Sand	600	Osburn Ind.	26.00	15,600
Total Estimated Cost:				\$131,905

The City of Northville was added to the bid as an alternate customer (as part of a "shared services" initiative). Northville will be awarding a contract separately based on the unit pricing Novi received.

The contract term is two years. Upon mutual consent of the City and each supplier, prices will remain firm for one additional year. Contracts will be awarded to these firms for the respective estimated amounts shown.

<u>Supplier</u>	<u>Estimated 2-Year Contract Value</u>
Dani's Transport	\$86,795
Ellsworth Ind.	\$21,670
Osburn Ind.	\$15,600
Target Trucking	\$7,840
Total:	\$131,905

The alternate product to both 21A and 21AA Limestone is slag, which DPS has not used previously. Slag is a reusable "green" byproduct created in the production of different types of iron that is processed to mirror limestone properties. Because of the ability to process slag into a product similar to limestone, a contract will also be awarded to the Edward C. Levy Co. for lower priced slag material. The estimated value of slag to be purchased (\$23,420), does not increase the overall estimated expenditure to fund the other contracts. However, it could reduce the per ton cost for 21A and 21AA Limestone by \$1.14/ton ($\$12.85/\text{ton base material} - \$11.71/\text{ton slag cost} = \$1.14 \text{ potential savings/ton}$), if the alternate is found acceptable when used in the field. If the slag materials perform favorably, a significant savings could be reflected in the estimated expenditure required over the life of the contract.

RECOMMENDED ACTION: Approval to award two-year Aggregate Materials Contracts, each with a single one-year renewable option, to five separate firms (Dani's Transport Inc., Edward C. Levy Inc., Ellsworth Industries Inc., Osburn Industries Inc., and Target Trucking LLC) based on unit pricing for each material, for a total estimated amount of \$131,905.

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

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

CITY OF NOVI
AGGREGATE MATERIALS BID TAB

MARCH 20, 2014
2:00 P.M.

	Description	Osburn Industries	Ellsworth Industries	Dani's Transport	Edw.C. Levy Co.	Target Trucking
1.	Natural Sand 2NS	10.85	10.75	10.60 TN	11.27	10.50
2.	Fill Sand (Bank Run)	6.88	7.25	6.10 TN	6.92	5.80
3.	21A Limestone	14.50	13.25	12.85 TN	11.71 *	14.35
4.	21AA Limestone	14.50	13.25	12.85 TN	11.71 *	14.40
5.	22A Natural	10.25	9.85	10.10 TN	10.13	10.00
6.	23A Natural	10.25	9.85	10.10 TN	10.13	10.00
7.	34R (Peastone)	15.00	15.20	14.85 TN	14.99	14.75
8.	4G Limestone	17.50	14.75	14.25	15.71 *	No Bid
9.	6A Natural	16.00	15.20	14.10 TN	15.99	15.25
10.	6A Limestone	16.60	15.95	14.30 TN	22.64	16.25
11.	4A Limestone	no bid	19.25	18.25	N/A	No Bid
12.	1" X 3" Limestone	15.60	15.95	14.10 TN	N/A	15.65
13.	2" x 4" Landscape/Float	27.00	126.75**	21.00 TN	N/A	34.75
14.	4" – 8" Rip Rap	23.50	27.50	18.25 TN	N/A	21.50
15.	3 X 1 Blast Furnace Slag	16.25	18.50	15.50 TN	N/A	15.60
16.	Chloride-treated Sand	26.00	28.90		N/A	No Bid
	Deviations			4A Limestone is called OH #4's at Stoneco	*Alternate bid 21AA BF for 21A & 21AA LS. Alternate bid 4G BF for 4G LS	
	Extend to MITN	No	No	No	No	No

* Substitute offered. See Deviations comments.

** Price confirmed with contractor.

CONTRACT FOR AGGREGATE MATERIALS

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, a Michigan municipal corporation, whose address is 45175 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and _____, whose address is _____, (hereinafter referred to as "Contractor").

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

Article I. **Statement and Performance of Work.**

For payment by the Client as provided under this Contract, Contractor shall provide the materials and provide the services described on and in Schedule A (the "Work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. **Timing of Performance.**

Performance of this Contract shall commence on April 8, 2014 and end on April 7, 2016. Upon mutual consent of the Client and the Contractor, the contract may be renewed one (1) additional year at the same prices, terms, and conditions of the original contract.

Article III. **Contract Price and Payment.**

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount for materials as specifically set forth in the completed Proposal attached which is part of the attached Schedule A. Types are materials awarded with this contract are circled. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. The Client agrees to pay Contractor amounts due within thirty (30) days of receipt of an itemized billing/invoice from Contractor detailing all materials provided and work performed in connection with the billing and the hours and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A. Contractor will obtain written approval of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

- A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days notice in writing of such termination.
2. For convenience: The Client may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The Client shall pay all reasonable costs incurred by the Contractor up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.
- B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

Article V: Independent Contractor/Vendor Relationship.

- A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor and/or vendor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

- B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the

work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

- A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and 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 Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.
- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A.

Article VII: Information.

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

Article VIII: General Provisions.

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

- B. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client 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.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Dispute Resolution/Arbitration. The parties agree that any disputes regarding a claimed violation of this agreement shall first be submitted in writing to the other party in an attempt to settle the matter before pursuing other legal actions or notices provided for in this agreement. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response from the other party, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary. The aforementioned initial written communications between the parties also shall indicate whether the party is willing to submit the dispute to binding arbitration, non-binding mediation or other form of alternate dispute resolution, and share equally the costs for same. Upon the parties agreeing to any such method of dispute resolution and a timetable for doing so, pursuit of other legal actions shall be deferred until the process has been completed. In any binding arbitration, the arbitrator shall provide a written statement of the reasons and basis for an award or decision, a judgment of the Oakland County Circuit Court may be entered based on the arbitration award or decision, and each party shall be responsible for their own costs and attorney fees.
- F. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client (and by extension for the Township should the work be accepted and implemented by the Township) and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.
- G. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:
- Client: Assistant City Manager Victor Cardenas and City Clerk Maryanne Cornelius
Contractor:
- H. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.

- I. 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.
- J. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.
- K. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

IN WITNESS WHEREOF, the Client and the Contractor have executed this Contract in Oakland County, Michigan, as of the date last listed below.

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Maryanne Cornelius
Its: Clerk

WITNESS AND DATES
OF SIGNATURES:

CONTRACTOR

Date: _____

By:
Its:

Company Name Dani's Transport



**CITY OF NOVI
BID FORM**

AGGREGATE MATERIALS

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. All prices are fixed and firm at the amounts listed below for the entire contract period upon award of the contract by City Council.

Item	MATERIAL	POTENTIAL TONS ANNUALLY (NOVI)	POTENTIAL TONS ANNUALLY (ALTERNATE #1- CITY OF NORTHVILLE)	Unit Price/Ton (delivered)
1	Natural Sand 2NS	300		\$ 10.60 TN
2	Fill Sand (Bank Run)	300	250	\$ 6.10 TN
3	21A Limestone	500	100	\$ 12.85 TN
4	21AA Limestone	1,500	150	\$ 12.85 TN
5	22A Natural	1,800		\$ 10.10 TN
6	23A Natural	400		\$ 10.10 TN
7	34R (Peastone)	200		\$ 14.85 TN
8	4G Limestone	200		14.25
9	6A Natural	1,500		\$ 14.10 TN
10	6A Limestone(3/4")	100		\$ 14.30 TN
11	4A Limestone	1,000		18.25
12	1" X 3" Limestone	400		\$ 14.10 TN
13	2" x 4" Landscape/Float Stone	400		\$ 21.00 TN
14	4" - 8" Rip Rap	100		\$ 18.25 TN
15	3 X 1 Blast Furnace Slag	100		\$ 15.50 TN
16	Chloride-treated Sand	600		

ORDERING PROCEDURES:

Contact person Andy O'Bryan

Telephone number 734-379-9100

Hours of operation 7:00 AM - 5:00 PM

Minimum order quantity 50 tons

Materials will be delivered within 24 hours after order is called in.

DEVIATIONS/EXCEPTIONS:

Any suggested deviations from the specifications, terms and conditions shall be provided in the space provided below, or on an attached summary sheet.

4A Limestone is called on #4's AT Stoneco

COMMENTS: _____

REFERENCES: Please provide at least three client (3) references within the last 3 years:

Company Ypsilanti Community Utilities Authority
Address W. STATE ST Ypsilanti MI
Phone 734-368-0035 Contact name Keenan Crump

Company DAN'S EXCAVATING
Address 12955 23 mile rd. Shelby Twp. MI 48315
Phone 810-217-6511 Contact name IRV RUPERSBURG

Company Diversified Excavating
Address Ypsilanti MI
Phone 734-216-0875 Contact name RYAN MOON

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

This bid is submitted by:

Company (Legal Registration) DANI'S TRANSPORT


Address 5700 Ready Rd

City S. Rockwood State MI Zip 48179

Telephone 734-379-9100 Fax 734-379-9111

Representative's Name (please print) Audy O'Bryan

Representative's Title General mgr.

Representative's Signature 

E-mail AOBRYAN@DANITRANSPORT.COM

Date 3-19-14

Company Name Edward C. Levy Co.



**CITY OF NOVI
BID FORM**

AGGREGATE MATERIALS

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. All prices are fixed and firm at the amounts listed below for the entire contract period upon award of the contract by City Council.

Item	MATERIAL	POTENTIAL TONS ANNUALLY (NOVI)	POTENTIAL TONS ANNUALLY (ALTERNATE #1 - CITY OF NORTHVILLE)	Unit Price/Ton (delivered)
1	Natural Sand 2NS	300		\$11.27
2	Fill Sand (Bank Run)	300	250	\$6.92
3	21A Limestone	500	100	\$11.71
4	21AA Limestone	1,500	150	\$11.71
5	22A Natural	1,800		\$10.13
6	23A Natural	400		\$10.13
7	34R (Peastone)	200		\$14.99
8	4G Limestone	200		\$15.71
9	6A Natural	1,500		\$15.99
10	6A Limestone(3/4")	100		\$22.64
11	4A Limestone	1,000		N/A
12	1" X 3" Limestone	400		N/A
13	2" x 4" Landscape/Float Stone	400		N/A
14	4" - 8" Rip Rap	100		N/A
15	3 X 1 Blast Furnace Slag	100		N/A
16	Chloride-treated Sand	600		N/A

ORDERING PROCEDURES:

Contact person Sales Department

Telephone number (313) 429-5389

Hours of operation 7:00am - 5:00pm

Minimum order quantity 50 tons

Materials will be delivered within 48 hours hours after order is called in.

DEVIATIONS/EXCEPTIONS:

Any suggested deviations from the specifications, terms and conditions shall be provided in the space provided below, or on an attached summary sheet.

Alternate bid 21AA BF for 21A and 21AA LS.

Alternate bid 4G BF for 4G LS.

COMMENTS:

REFERENCES: Please provide at least three client (3) references within the last 3 years:

Company City of Southgate
Address 1400 Dix-Toledo, Southgate, MI 48195
Phone 734-246-1310 Contact name Iris Slaven

Company City of Dearborn Heights
Address 6045 Fenton, Dearborn Heights, MI 48127
Phone 313-277-7924 Contact name Bert Warner

Company City of Taylor
Address 25605 Northline, Taylor, MI 48180
Phone 734-287-6550 Contact name Gerald

We acknowledge receipt of the following Addenda: N/A
(please indicate numbers)

This bid is submitted by:

Company (Legal Registration) Edward C. Levy Co.

Address 8800 Dix Ave.

City Detroit State MI Zip 48209

Telephone 313-429-5389 Fax 313-429-2448

Representative's Name (please print) Robert W. Nobbs

Representative's Title Director of Aggregate Sales and Marketing

Representative's Signature 

E-mail tellis@edwclevy.net

Date 03-17-2014

**CITY OF NOVI
AGGREGATE MATERIALS**

Please return this page with your bid form

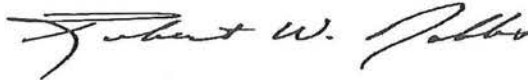
If your company is awarded the item(s) referenced in the bid proposal, other governmental entities may wish to use this contract and will issue a purchase order or contract for the item(s) awarded in the bid proposal following minimum order/contract requirements set forth in the bid documents. Each entity will provide their own purchase order and delivery location(s) and must be invoiced separately to the address indicated on their purchase order.

**1. EXTENSION OF AWARD TO THE MITN (MICHIGAN INTER-GOVERNMENTAL TRADE NETWORK)
PURCHASING COOPERATIVE: OPTIONAL**

Numerous Counties, Cities, Townships, and Authorities of the State of Michigan are members of the MITN (Michigan Inter-governmental Trade Network) Purchasing Cooperative. Other associate entities are also members of the Cooperative in the Tri-County area. Please visit www.mitn.info website to view the entire list of participating agencies.

If an award is made to _____, it is agreed that the contract will be extended to other MITN Purchasing Cooperative members and associate entities under the same prices, terms, and conditions.

Our company is **NOT** interested in extending the contract to those MITN members listed on the website.



Contractor Signature: _____

Company Name: Edward C. Levy Co.

Date: 03-17-2014

MATERIAL SAFETY DATA SHEET

TRADE NAME: Blast Furnace Slag

SYNONYMS: Air Cooled, ACBF, BF Slag

I. PRODUCT AND COMPONENT DATA

Component(s):	CAS Registry	% (Approx.)	ACGIH TLV-TWA
Blast Furnace Slag	65996-69-2	100	None Known

Composition of BF Slag Normal Range

SiO₂: 32 - 42%
Al₂O₃: 7 - 11%
CaO: 35 - 45%
MgO: 7 - 15%
FeO: 0.1 - 0.7%
S: 1.0 - 2.5%

These constituents usually exist as an isomorphous mixture with the following general formula: $Ca_2(MgFeAl)(SiAl)_2O_7$

This formula represents the melilite mineral series.

Some of the constituents may also occur as separate compounds such as those listed below:
CaCO₃, CaS, Fe, Fe₂O₃, CaSO₄, 2H₂O

II. PHYSICAL DATA

SOLUBILITY: CaS, CaCO₃ FLASH POINT: None

STABILITY: Stable FLAMMABLE LIMITS: None

SPECIFIC GRAVITY: 2.3-2.4 Air Cooled

APPEARANCE & ODOR: Grayish, vesicular, stony material, may have slight sulfurous odor when exposed to heat greater than 200 degrees F.

III. PERSONAL PROTECTION AND CONTROLS

RESPIRATORY: If airborne concentrations exceed recommended exposure limits, a suitable NIOSH/MSHA approved filter respirator should be worn. General ventilation or local exhaust is normally adequate to control dust emissions, if not engineering controls should be utilized.

EYE: Safety glasses with side shields should be worn as minimum protection from impact. Dust goggles should be worn when excessively dusty conditions are present or anticipated.

GENERAL: The use of hard hats and hard toed shoes is recommended. Gloves may be worn to protect from abrasion.

IV. FIRST AID

INHALATION: Remove to fresh air. *

SKIN: Wash with soap and water.

EYE: Flush with water immediately. *

*Note: If irritation is aggravated or persists, contact a physician.

V. HEALTH HAZARDS

EXPOSURE LIMITS: ACGIH TLV's
Total Dust: 10mg/M3 < 1 % quartz
Respirable dust: 5mg/M3 < 1 % quartz

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE:

Exposure to dust may cause irritation to the skin, eyes, or respiratory system or may aggravate existing skin, eye, or respiratory system disease.

ROUTE OF EXPOSURE: Inhalation

ACUTE TOXICITY: Exposure to dust may irritate the respiratory system, eyes, or skin.

CHRONIC TOXICITY: Blast furnace slag is not listed on the NTP, IARC, or OSHA lists of carcinogens.

VI. STORAGE AND SPECIAL PRECAUTIONS

Respirable dust may be generated during processing, handling, and storage. Use personal protective equipment as noted in Section III.

VII. SPILL, LEAK, AND DISPOSAL METHODS

Pick up mechanically or by hand tools and reuse or dispose of as a common non-hazardous material in accordance with applicable Federal, State, and local laws. Wetting the material prior to cleanup may be necessary to suppress dust; use personal protective equipment as

described in Section III.

VIII. TRANSPORTATION

DOT Hazard Classification and placard not required. Some areas require the use of tarps on trucks for containment of dust.

IV. FOR FURTHER INFORMATION

Contact: THE LEVY COMPANY
Post Office Box 540
Portage, IN 46368

Business hours: 1-219-462-2924

ISSUED: January 2009

SUPERCEDES: January 2002

DISCLAIMER:

The data supplied in this Material Safety Data Sheet is, to the best of our knowledge and belief, accurate and reliable. The Levy Company does not warrant or guarantee their accuracy or reliability, and will not be liable for any loss or damage arising out of the use thereof. The information contained herein is offered for the user's consideration, examination, and determination of suitability.



**SOLUTIONS FOR
YOUR ENVIRONMENT™**

8800 Dix Ave., Detroit, MI 48209

Weekly Product Conformance Report

For Week of March 03 2014 to March 08 2014

Product: 21AA Blast Furnace Slag
Location: Edw. C. Levy Co., Plant #2
State Pit Number: 82-20

U.S.Sieve	1 1/2"	1"	3/4"	1/2"	3/8"	#4	#8	LBW
Metric Sieve	37.5mm	25.0mm	19.0mm	12.5mm	9.5mm	4.75mm	2.36mm	
MDOT Specification	100	85-100	-	50-75	-	-	20-45	4-10
Percent Passing								
2013 Shipping Average	100	97	85	67	57	41	30	4.4
February 2014 Average	100	99	89	74	65	48	35	4.7
Week of 03/03/2014	100	99	88	73	63	47	35	5.4

Average Physical Property Data

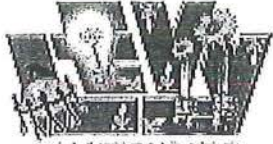
Shipping Moisture (2013 Average) - 5.4%

ASTM C 29, Loose Unit Weight (2013 Average) - 99 lb/ft³

ASTM C 29, Rodded Unit Weight (2013 Average) - 108 lb/ft³

ASTM C 131, Abrasion and Impact in the Los Angeles Machine ^A

^A Not applicable to Blast Furnace Slag, see Michigan Department of Transportation "2012 Standard Specifications for Construction" Table 902-2



**SOLUTIONS FOR
YOUR ENVIRONMENT™**

8800 Dix Ave., Detroit, MI 48209

Weekly Product Conformance Report For Week of March 03 2014 to March 08 2014

Product: 4G Blast Furnace Slag
Location: Edw. C. Levy Co., Plant #2
State Pit Number: 82-20

U.S.Sieve	1 1/2"	1"	3/4"	1/2"	3/8"	#4	#8	#30	LBW
Metric Sieve	37.5mm	25.0mm	19.0mm	12.5mm	9.5mm	4.75mm	2.36mm	600µm	
MDOT Special Provision Spec	100	85-100	-	45-65	-	-	15-30	6-18	0-6
Percent Passing									
2013 Shipping Average	100	92	76	57	46	30	20	10	3.1
Feburary 2014 Average				*****	No Shipping		*****		
Week of 03/03/2014				*****	No Shipping		*****		

Average Physical Property Data

Shipping Moisture (2013 Average) - 3.9%

ASTM C 29, Loose Unit Weight (2013 Average) - 95 lb/ft³

ASTM C 29, Rodded Unit Weight (2013 Average) - 105 lb/ft³

ASTM C 131, Abrasion and Impact in the Los Angeles Machine ^A

^A Not applicable to Blast Furnace Slag, see Michigan Department of Transportation "2012 Standard Specifications for Construction" Table 902-2

Company Name E. H. SWORTH INDUSTRIES



**CITY OF NOVI
BID FORM**

AGGREGATE MATERIALS

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. All prices are fixed and firm at the amounts listed below for the entire contract period upon award of the contract by City Council.

Item	MATERIAL	POTENTIAL TONS ANNUALLY (NOVI)	POTENTIAL TONS ANNUALLY (ALTERNATE #1- CITY OF NORTHVILLE)	Unit Price/Ton (delivered)
1	Natural Sand 2NS	300		10.75
2	Fill Sand (Bank Run)	300	250	7.25
3	21A Limestone	500	100	13.25
4	21AA Limestone	1,500	150	13.25
5	22A Natural	1,800		9.85
6	23A Natural	400		9.85
7	34R (Peastone)	200		15.20
8	4G Limestone	200		14.75
9	6A Natural	1,500		15.20
10	6A Limestone(3/4")	100		15.95
11	4A Limestone	1,000		19.25
12	1" X 3" Limestone	400		15.95
13	2" x 4" Landscape/Float Stone	400		126.75
14	4" - 8" Rip Rap	100		27.50
15	3 X 1 Blast Furnace Slag	100		18.50
16	Chloride-treated Sand	600		28.90

ORDERING PROCEDURES:

Contact person CHAD MONTEITH

Telephone number 313-818-4190

Hours of operation 24-7

Minimum order quantity 50

Materials will be delivered within 24 hours after order is called in.

DEVIATIONS/EXCEPTIONS:

Any suggested deviations from the specifications, terms and conditions shall be provided in the space provided below, or on an attached summary sheet.

COMMENTS:

REFERENCES: Please provide at least three client (3) references within the last 3 years:

Company CITY OF SOUTHFIELD
Address CUNDA LN, SOUTHFIELD MI.
Phone (248) 796-4861 Contact name KELLY

Company CITY OF FARMINGTON HILLS
Address HALSTED FARMINGTON MI.
Phone (248) 831-8565 Contact name BRIAN

Company WAYNE COUNTY ROAD COMMISSION
Address 20330 RD. ROMULUS MI.
Phone (734) 955 8360 Contact name ED

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

This bid is submitted by:

Company (Legal Registration) E. H. SWORTH INC., INC.

Address P.O. Box 5366

City PLUMOUTH State MT. Zip 48170

Telephone 734 260-0360 Fax 248-465-9936

Representative's Name (please print) CHAD MONTREITH

Representative's Title PRESIDENT

Representative's Signature 

E-mail EHSINC@COMCAST.NET

Date 03/19/14

**CITY OF NOVI
AGGREGATE MATERIALS**

Please return this page with your bid form

If your company is awarded the item(s) referenced in the bid proposal, other governmental entities may wish to use this contract and will issue a purchase order or contract for the item(s) awarded in the bid proposal following minimum order/contract requirements set forth in the bid documents. Each entity will provide their own purchase order and delivery location(s) and must be invoiced separately to the address indicated on their purchase order.

1. EXTENSION OF AWARD TO THE MITN (MICHIGAN INTER-GOVERNMENTAL TRADE NETWORK) PURCHASING COOPERATIVE: *OPTIONAL*

Numerous Counties, Cities, Townships, and Authorities of the State of Michigan are members of the MITN (Michigan Inter-governmental Trade Network) Purchasing Cooperative. Other associate entities are also members of the Cooperative in the Tri-County area. Please visit www.mitn.info website to view the entire list of participating agencies.

() If an award is made to _____, it is agreed that the contract will be extended to other MITN Purchasing Cooperative members and associate entities under the same prices, terms, and conditions.

() Our company is **NOT** interested in extending the contract to those MITN members listed on the website.

Contractor Signature: _____

Company Name: _____

Date: _____

Company Name OSBURN INDUSTRIES INC



cityofnovi.org

**CITY OF NOVI
BID FORM**

AGGREGATE MATERIALS

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Item	MATERIAL	POTENTIAL TONS ANNUALLY (NOVI)	POTENTIAL TONS ANNUALLY (ALTERNATE #1- CITY OF NORTHVILLE)	Unit Price/Ton (delivered)
1	Natural Sand 2NS	300		10.85
2	Fill Sand (Bank Run)	300	250	6.88
3	21A Limestone	500	100	14.50
4	21AA Limestone	1,500	150	14.50
5	22A Natural	1,800		10.25
6	23A Natural	400		10.25
7	34R (Peastone)	200		15.00
8	4G Limestone	200		17.50
9	6A Natural	1,500		16.00
10	6A Limestone(3/4")	100		16.60
11	4A Limestone	1,000	*	no bid
12	1" X 3" Limestone	400		15.60
13	2" x 4" Landscape/Float Stone	400		27.00
14	4" - 8" Rip Rap	100		23.50
15	3 X 1 Blast Furnace Slag	100		16.25
16	Chloride-treated Sand	600		26.00

ORDERING PROCEDURES:

Contact person Jason Williams - Jeff Thomas
 Telephone number 313-292-4140 EXT- 102 or 103
 Hours of operation 7^{am} 5^{pm}
 Minimum order quantity 50 ton

Materials will be delivered within 24 hours after order is called in.

DEVIATIONS/EXCEPTIONS:

Any suggested deviations from the specifications, terms and conditions shall be provided in the space provided below, or on an attached summary sheet.

COMMENTS:

REFERENCES: Please provide at least three client (3) references within the last 3 years:

Company University of Michigan
Address DRAPER ANN ARBOR
Phone 734-763-5539 Contact name CHIEF OF RANDY

Company City of Taylor
Address N. Line, TAYLOR
Phone 734-748-8807 Contact name Steve

Company City of Ann Arbor
Address Ellsworth. AA
Phone 734 794-6350 Contact name Kirk

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

This bid is submitted by:

Company (Legal Registration) OSBURN INDUSTRIES INC.

Address 5850 Pardee

City Taylor State Mich Zip 48180

Telephone 313-292-4140 Fax 313-292-4143

Representative's Name (please print) Tim Osburn

Representative's Title UP

Representative's Signature Tim Osburn

E-mail Tim@osburnind.com

Date 3-20-14

**CITY OF NOVI
AGGREGATE MATERIALS**

Please return this page with your bid form

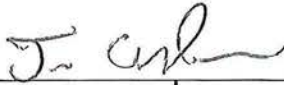
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PURCHASING COOPERATIVE: OPTIONAL**

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() If an award is made to _____, it is agreed that the contract will be extended to other MITN Purchasing Cooperative members and associate entities under the same prices, terms, and conditions.

() Our company is **NOT** interested in extending the contract to those MITN members listed on the website.

Contractor Signature: 
Company Name: Osborn Industries
Date: 3-20-14

Company Name Target Trucking LLC



**CITY OF NOVI
BID FORM**

AGGREGATE MATERIALS

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. All prices are fixed and firm at the amounts listed below for the entire contract period upon award of the contract by City Council.

Item	MATERIAL	POTENTIAL TONS ANNUALLY (NOVI)	POTENTIAL TONS ANNUALLY (ALTERNATE #1-CITY OF NORTHVILLE)	Unit Price/Ton (delivered)
1	Natural Sand 2NS	300		\$10.50
2	Fill Sand (Bank Run)	300	250	\$5.80
3	21A Limestone	500	100	\$14.35
4	21AA Limestone	1,500	150	\$14.40
5	22A Natural	1,800		\$10.00
6	23A Natural	400		\$10.00
7	34R (Peastone)	200		\$14.75
8	4G Limestone	200		No Bid
9	6A Natural	1,500		\$15.25
10	6A Limestone(3/4")	100		\$18.25
11	4A Limestone	1,000		No Bid
12	1" X 3" Limestone	400		\$15.65
13	2" x 4" Landscape/Float Stone	400		\$34.75
14	4" - 8" Rip Rap	100		\$21.50
15	3 X 1 Blast Furnace Slag	100		\$15.60
16	Chloride-treated Sand	600		No Bid

ORDERING PROCEDURES:

Contact person Dan Puro
 Telephone number 248-327-0444
 Hours of operation 6:00 AM to 5:00 PM
 Minimum order quantity 50 ton

Materials will be delivered within 24 hours after order is called in.

DEVIATIONS/EXCEPTIONS:

Any suggested deviations from the specifications, terms and conditions shall be provided in the space provided below, or on an attached summary sheet.

COMMENTS:

REFERENCES: Please provide at least three client (3) references within the last 3 years:

Company R.D Shelby Trucking
Address 1830 North Oaks, Milford MI 48381
Phone 248-867-5497 Contact name Julie Teeter

Company Lakeshor Tallest
Address 7310 Woodward Fifth Floor, Detroit MI 48202
Phone 313-875-4115 Contact name Annant

Company Rossi Contracting
Address 155 Diponeo Rossi Dr. Milford, MI 48381
Phone 248-431-3014 Contact name Tony

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

This bid is submitted by:

Company (Legal Registration) Target Trucking LLC
Address 2149 Fyke Drive
City Milford State MS Zip 38381
Telephone 248-327-0444 Fax 248-446-9173
Representative's Name (please print) Dan Puro
Representative's Title Manager
Representative's Signature Dan Puro
E-mail targettruckingllc@yahoo.com
Date 3-14-14

**CITY OF NOVI
AGGREGATE MATERIALS**

Please return this page with your bid form

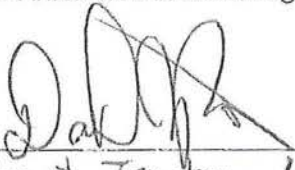
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PURCHASING COOPERATIVE: *OPTIONAL***

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() If an award is made to Target Trucking LLC, it is agreed that the contract will be extended to other MITN Purchasing Cooperative members and associate entities under the same prices, terms, and conditions.

Our company is **NOT** interested in extending the contract to those MITN members listed on the website.

Contractor Signature: 

Company Name: Target Trucking LLC

Date: 3-14-14