




cityofnovi.org

# CITY of NOVI CITY COUNCIL

Agenda Item L  
April 9, 2012

**SUBJECT:** Approval to award a two-year Aggregate Materials contract, with a single one-year renewable option, to three low bidders based on unit pricing for each material, for a total estimated amount of \$99,117.

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

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>\$99,117 (estimated)</b>
<b>AMOUNT BUDGETED</b>	<b>\$500,000 Major Roads Routine Maintenance \$450,000 Local Roads Routine Maintenance</b>
<b>APPROPRIATION REQUIRED</b>	<b>\$0</b>
<b>LINE ITEM NUMBER</b>	<b>202-202.00-866.000 (50%) Major Roads 203-203.00-866.000 (50%) Local Roads</b>

**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 MITN and nine 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. The City of Northville was added to the bid as an alternate (as part of a "shared services" initiative). Northville will be awarding a contract separately.

Materials	Estimated Tons	Company	Price Per Ton	Total Cost
Natural Sand 2NS	300	Bedrock Express	\$8.34	\$2,502
Fill Sand (Bank Run)	300	Ellsworth Ind.	5.50	1,650
21A Limestone	500	Ellsworth Ind.	10.38	5,190
21AA Limestone	1500	Ellsworth Ind.	10.80	16,200
22A Natural	1800	Trans-Tek	8.60	15,480
23A Natural	400	Trans-Tek	8.60	3,440
34R Peastone	200	Bedrock Express	9.74	1,948
4G Limestone	200	Ellsworth Ind.	12.50	2,500
6A Natural	1500	Bedrock Express	10.24	15,360
6A Limestone (3/4')	100	Trans-Tek	12.00	1,200
4A Limestone	1000	Ellsworth Ind.	12.48	12,480
1"X3" Limestone	400	Trans-Tek.	12.25	4,900
2"X4"				
Landscape/Floatstone	400	Trans-Tek	16.00	6,400
4"X8" Rip Rap	100	Trans-Tek	17.25	1,725
3x1 Blast Furnace Slag	100	Ellsworth Ind.	12.48	1,248
Chloride Treated Sand	600	Bedrock Express	11.49	6,894
<b>Total</b>			<b>\$</b>	<b>99,117</b>

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

<u>Contract Award</u>	<u>Total Contract Amount</u>
Bedrock Express	\$26,704
Ellsworth Ind.	\$39,268
Trans-Tek	\$33,145
<b>Total</b>	<b>\$99,117</b>

**RECOMMENDED ACTION:** Approval to award a two-year Aggregate Materials contract, with a single one-year renewable option, to three low bidders based on unit pricing for each material, for a total estimated amount of \$99,117.

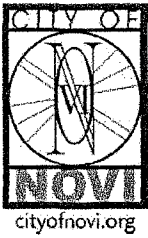
	1	2	Y	N
<b>Mayor Gatt</b>				
<b>Mayor Pro Tem Staudt</b>				
<b>Council Member Casey</b>				
<b>Council Member Fischer</b>				

	1	2	Y	N
<b>Council Member Margolis</b>				
<b>Council Member Mutch</b>				
<b>Council Member Wrobel</b>				

CITY OF NOVI  
AGGREGATE MATERIALS BID TAB

MARCH 28, 2012  
3:00 P.M.

	Description	Trans-Tek	Ellsworth Ind.	Bedrock Express	Richmond Transport	StoneCo	Osburn Industries	Target Trucking	John D. Osborne Trucking	Edw. C. Levy
1.	Natural Sand 2NS	8.75	8.79	8.34	12.75		10.35	9.78	9.10	9.62
2.	Fill Sand (Bank Run)	5.50	5.50	5.98	7.75		5.65	5.67	5.55	6.02
3.	21A Limestone	10.50	10.38	12.34	13.10	12.05	12.75	13.61	12.15	16.92 (21AA Blast)
4.	21AA Limestone	11.25	10.80	12.34	13.10	12.05	12.95	13.61	12.75	16.92
5.	22A Natural	8.60	8.73	9.39	12.25		9.35	9.49	10.30	8.88
6.	23A Natural	8.60	8.73	9.39	12.25		9.35	9.49	10.30	8.88
7.	34R (Peastone)	11.50	12.50	9.74	16.00		13.60	13.01	14.25	12.87
8.	4G Limestone	13.00	12.50	15.45	13.50	13.40	13.35	14.37	14.00	14.29
9.	6A Natural	12.25	12.50	10.24	16.25		13.85	14.38	15.75	14.38
10.	6A Limestone	12.00	12.48	13.74	14.75	13.65	14.60	15.62	13.15	19.77
11.	4A Limestone	12.25 (1x3 Limestone)	12.48	14.24	No Bid		15.60	15.47	15.75	No Bid
12.	1" X 3" Limestone	12.25	12.48	14.24	14.00	13.20	13.85	14.97	13.15	14.29 (3x1 Blast)
13.	2" x 4" Landscape/Float	16.00	31.80	18.45	18.75		26.10	No Bid	24.50 (1x4 float stone)	No Bid
14.	4" – 8" Rip Rap	17.25	19.35	18.45	19.25	18.40	19.35	19.51	18.65	No Bid
15.	3 X 1 Blast Furnace Slag	13.00	12.48	14.50	15.20		15.70	15.37	16.70	14.29
16.	Chloride-treated Sand	No Bid	16.65	11.49	No Bid		27.50	No Bid	45.00	No Bid
	Deviations	one substitution	none	none	none indicated	none indicated	none indicated	none indicated	one substitution	see substitutions
	Extend to MITN Group?	No	No	Yes	No	No	No	No	No	No



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

**AGGREGATE MATERIALS**

The City of Novi will receive sealed bids for **Aggregate Materials** according to the specifications of the City of Novi.

Sealed bids will be received until **3:00 P.M.** prevailing Eastern Time, **Wednesday, March 28, 2012**, 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 W. Ten Mile Rd.  
Novi, MI 48375-3024

All bids must be signed by a legally authorized agent of the bidding firm. **OUTSIDE OF ENVELOPES MUST BE CLEARLY MARKED "AGGREGATE MATERIALS" AND MUST BEAR THE NAME OF THE BIDDER.**

The City reserves the right to accept any or all alternative bids and award a contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; to subdivide the award, and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Sue Morianti  
Purchasing Manager

Notice Dated: March 13, 2012

**NOTICE TO BIDDERS:**

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



cityofnovi.org

**CITY OF NOVI**  
**AGGREGATE MATERIALS**  
**INSTRUCTIONS TO BIDDERS**

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

**IMPORTANT DATES**

Bid Issue Date	March 13, 2012
Last Date for Questions	Wednesday, March 21, 2012 by 12:00 p.m. Please submit all questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	<b>Wednesday, March 28, 2012 at 3:00 p.m.</b>

**BID SUBMITTALS**

An **original (signed in ink) and three (3) copies** of each bid must be submitted. **Do not submit the entire bid package with your bid. It is only necessary to submit the bid form.** No other distribution of the bids will be made by the Contractor. Bids must be signed by an official authorized to bind the Contractor to its provisions.

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

**CHANGES TO THE BID/ADDENDUM**

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

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

**TYPE OF CONTRACT**

If a contract is executed as a result of the bid, it stipulates a fixed price for products/ services. The contract period will be for two (2) years. Upon mutual consent of the City

and the successful bidder, the contract may be renewed for one (1) year at the same terms and conditions of the original contract. It is understood that the contracts with the City of Novi and the City of Northville will be awarded by each City separately and will be independent contracts.

### **INSURANCE**

A certificate of insurance naming the City 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 each City awarding the contract remain in force and be on file with each City during the entire contract period.

### **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.

### **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. 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.

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

The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.

### **SUBMISSION OF BID**

Bids must be submitted in a sealed envelope. Outside of mailing envelope must be clearly labeled with name of contractor and name of bid. Failure to do so may result in a premature opening or failure to open such proposal.

To be considered, sealed bids must arrive at the City Clerk's Office, on or before the specified time and date. There will be no exceptions to this requirement. Bid is considered received when in the possession of the City Clerk. 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.

Bids must be clearly prepared and legible and 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.* ANY CHANGES MADE ON BID FORMS MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.

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.

### **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.

## **GENERAL CONDITIONS**

### **FREIGHT CHARGES**

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

### **TAX EXEMPTION**

It is understood that the City is a governmental unit, and as such, are exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. Successful bidders will be furnished with tax exemption certificates when requested.

### **INVOICING**

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

City of Northville invoices must be mailed to City of Northville, 215 W. Main Street, Northville, MI 48167.

### **CONTRACT TERMINATION**

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

### **TRANSFER OF CONTRACT/SUBCONTRACTING**

The successful bidder will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City. 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 is not liable for any costs incurred by bidders prior to issuance of a contract.

### **INDEPENDENT PRICE DETERMINATION**

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

(a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offerer or with any other Competitor; and

(b) No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

(c) He is the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or

(d) He is not the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.



**CITY OF NOVI**  
**AGGREGATE MATERIALS**  
**SPECIFICATIONS**

1. Overview

The City of Novi is soliciting bids for aggregate materials. The City of Northville is included as Alternate #1. Each entity will award the bid separately and issue separate contracts and/or purchase orders.

2. General

With the exception of commercial materials, all materials shall comply with the 2003 Standard Specifications for Construction, Michigan Department of Transportation.

3. Materials.

- a. MDOT Fine Granular Material.
  - i. Natural Sand 2NS
  - ii. Fill Sand (bank run)
- b. MDOT Dense-Graded Aggregates
  - i. 21A Limestone
  - ii. 21AA Limestone
  - iii. 22A Natural
  - iv. 23A Natural
- c. MDOT Open-Graded Aggregates.
  - i. 34R (peastone)
  - ii. 4G Limestone
- d. MDOT Coarse Aggregates.
  - i. 6A Natural
  - ii. 6A Limestone (3/4")
  - iii. 4A Limestone
- e. Commercial Materials.
  - i. 1" x 3" Limestone
  - ii. 2" x 4" Landscape/Float Stone
  - iii. 4" – 8" Rip Rap
  - iv. 3 x 1 Blast Furnace Slag
  - v. Chloride-treated Sand

2. Terms

- A. All bids to be tax exempt.
- B. All bid prices will be based on F.O.B. Destination.
- C. No fuel surcharges will be allowed

3. Deviations

Any deviations from the specifications, terms and conditions shall be indicated on the bid form and/or by providing an attached summary.



## 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. Each City will receive a certificate of insurance showing they are named as additional insured and showing all required coverage 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 entire duration of the contract. The certificate for City of Novi shall be sent to: City of Novi, Purchasing Department, 45175 West Ten Mile Road, Novi, Michigan 48375-3024. The certificate for City of Northville shall be sent to: City of Northville, 215 W. Main St., Northville, MI 48167.
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

4. Estimated Quantities (potential)

While the specified quantities are potential estimates of the City's projected use for one (1) year, they are subject to variation and are given solely for the purpose of comparing bids. Quantities to be delivered will be based on amounts needed at the time orders are placed. The bidder, however, shall provide quantities actually ordered by the City for the entire contract period.

5. Order Placement and Delivery

The City shall place individual orders for any quantities required on an "as needed" basis. Materials shall be delivered within twenty-four (24) hours of receipt of telephone order. Failure to deliver materials within the stated time shall constitute sufficient cause for cancellation of contract, or the City may procure materials from any vendor in the open market, at the option of the City.

**CITY OF NOVI**

Delivery Location: DPS Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375  
Or, to another location within the City limits as directed by the DPS Director or his authorized representative.

Delivery Hours: Monday – Friday, 7:30 a.m. to 3:30 p.m.  
Special delivery hours may be arranged by consent of both parties.

**ALTERNATE #1 – CITY OF NORTHVILLE**

Delivery Location: Department of Public Works "City Yards" facility  
650 W. Doheny Drive  
Northville, MI 48167

Delivery Hours: Monday – Friday, 7:00 a.m. – 3:00 p.m.  
Special delivery hours may be arranged by consent of both parties.

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**  
**Indemnity/Hold Harmless**

1. The Contractor agrees to save harmless and defend the City against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the City may suffer as a result of claims, demands, costs, or judgments against it arising from, out of or in consequence of the performance of this Agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, its officers, agents or employees.
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 race, color, sex, age, or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. 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.

Company Name Bedrock Express Ltd.



cityofnovi.org

**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	8.34	8.34
2	Fill Sand (Bank Run)	300	250	5.98
3	21A Limestone	500	100	12.34
4	21AA Limestone	1,500	150	12.34
5	22A Natural	1,800	9.39	9.39
6	23A Natural	400	9.39	9.39
7	34R (Peastone)	200	9.74	9.74
8	4G Limestone	200	15.45	15.45
9	6A Natural	1,500	10.24	10.24
10	6A Limestone(3/4")	100	13.74	13.74
11	4A Limestone	1,000	14.24	14.24
12	1" X 3" Limestone	400	14.24	14.24
13	2" x 4" Landscape/Float Stone	400	18.45	18.45
14	4" - 8" Rip Rap	100	18.45	18.45
15	3 X 1 Blast Furnace Slag	100	14.50	14.50
16	Chloride-treated Sand	600	11.49	11.49

**ORDERING PROCEDURES:**

Contact person DISPATCH 800 827 4240 or Fax  
 Telephone number 248 627 3240  
 Hours of operation M-F 7AM - 5PM SAT 8AM 4PM  
 Minimum order quantity 50 TON

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

**This bid is submitted by:**

Company (Legal Registration) BEDROCK Express LTD.

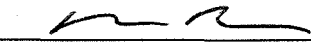
Address 1290 N. M-15

City ONTONVILLE State Mi Zip 48462

Telephone 248 627 3240 Fax 248 627 4876

Representative's Name (please print) Barry Bass

Representative's Title PRESIDENT

Representative's Signature 

E-mail BASS.BEDROCK@COMCAST

Date 3-26-12

**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](http://www.mitn.info) website to view the entire list of participating agencies.

If an award is made to BEDROCK EXPRESS LTD, 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.

**2. EXTENSION OF AWARD TO THE NOVI COMMUNITY SCHOOL DISTRICT, CITY OF NORTHVILLE,  
NORTHVILLE COMMUNITY SCHOOL DISTRICT, AND THE WALLED LAKE CONSOLIDATED SCHOOLS:  
OPTIONAL**

The City of Novi is working with the Novi Community School District, City of Northville, Northville Community School District and the Walled Lake Consolidated Schools to discover opportunities to optimize procurement services.

If an award is made to BEDROCK EXPRESS LTD, it is agreed that the contract will be extended to Novi Community School District, City of Northville, Northville Community School District and the Walled Lake Consolidated Schools under the same prices, terms, and conditions.

Our company is **NOT** interested in extending the contract to Novi Community School District, City of Northville, Northville Community School District and the Walled Lake Consolidated Schools under the same prices, terms, and conditions.

Contractor Signature: \_\_\_\_\_  
Company Name: BEDROCK EXPRESS LTD  
Date: 3-26-12



**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.

NONE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMENTS:**

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

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

Company City OF NOWI / Customer already  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Contact name \_\_\_\_\_

Company City OF Hazel park Apr  
Address COUZINS HP MI  
Phone 248 542 0340 Contact name TIM YOUNG Superior

Company CITY OF MADISON HTS  
Address AJAX DR M H MICH  
Phone 248 790-2256 Contact name Bruce Ball

Company Name FILSWORTH INDUSTRIES



cityofnovi.org

**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		8.79
2	Fill Sand (Bank Run)	300	250	5.50
3	21A Limestone	500	100	10.38
4	21AA Limestone	1,500	150	10.80
5	22A Natural	1,800		8.73
6	23A Natural	400		8.73
7	34R (Peastone)	200		12.50
8	4G Limestone	200		12.50
9	6A Natural	1,500		12.50
10	6A Limestone(3/4")	100		12.48
11	4A Limestone	1,000		12.48
12	1" X 3" Limestone	400		12.48
13	2" x 4" Landscape/Float Stone	400		31.80
14	4" - 8" Rip Rap	100		19.35
15	3 X 1 Blast Furnace Slag	100		12.48
16	Chloride-treated Sand	600		16.65

**ORDERING PROCEDURES:**

Contact person CHAD MONTETH

Telephone number (313) 218-4790

Hours of operation 6AM - 9PM

Minimum order quantity 50 TON

**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.

NONE

**COMMENTS:**

~~Area below, or on an attached summary sheet.~~

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

Company CITY OF SOUTHFIELD  
Address CLARA LN. SOUTHFIELD MI.  
Phone 248-796-4861 Contact name PAT MCKEOWN

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

Company WAYNE COUNTY  
Address BODDARD RD. ROMULUS MI.  
Phone 734-955-3360 Contact name BALES

Contact name

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

This bid is submitted by:

Company (Legal Registration) ELLSWORTH INDUSTRIES INC.

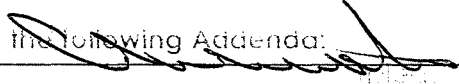
Address P.O. BOX 5366

City PLYMOUTH State MI Zip 48170

Telephone 313-218-4790 Fax 248 465-9936

Representative's Name (please print) CHAD MONTEITH

Representative's Title PRESIDENT

Representative's Signature 

E-mail  ELLSINC@COMCAST.NET

Date 3/26/12

**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](http://www.mitn.info) website to view the entire list of participating agencies.

CITY OF NOVI

If an award is made to AGGREGATE MATERIALS, 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.

**2. EXTENSION OF AWARD TO THE NOVI COMMUNITY SCHOOL DISTRICT, CITY OF NORTHVILLE, NORTHVILLE COMMUNITY SCHOOL DISTRICT, AND THE WALLED LAKE CONSOLIDATED SCHOOLS: OPTIONAL**

The City of Novi is working with the Novi Community School District, City of Northville, Northville Community School District and the Walled Lake Consolidated Schools to discover opportunities to optimize procurement services.

If an award is made to ELLSWORTH INDUSTRIES, it is agreed that the contract will be extended to Novi Community School District, City of Northville, Northville Community School District and the Walled Lake Consolidated Schools under the same prices, terms, and conditions.

Our company is **NOT** interested in extending the contract to Novi Community School District, City of Northville, Northville Community School District and the Walled Lake Consolidated Schools under the same prices, terms, and conditions.

Contractor Signature: [Signature]  
Company Name: ELLSWORTH INDUSTRIES  
Date: 3/26/12

Company Name Trans-Tek Transport, L.L.C



**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		8.75
2	Fill Sand (Bank Run)	300	250	5.50
3	21A Limestone	500	100	10.50
4	21AA Limestone	1,500	150	11.25
5	22A Natural	1,800		8.60
6	23A Natural	400		8.60
7	34R (Peastone)	200		11.50
8	4G Limestone	200		13.00
9	6A Natural	1,500		12.25
10	6A Limestone(3/4")	100		12.00
11	4A Limestone <u>NA 1x3 L.S.</u>	1,000		12.25
12	1" X 3" Limestone	400		12.25
13	2" x 4" Landscape/Float Stone	400		16.00
14	4" - 8" Rip Rap	100		17.25
15	3 X 1 Blast Furnace Slag	100		13.00
16	Chloride-treated Sand	600	<u>NO BID</u>	<u>NO BID</u>

**ORDERING PROCEDURES:** William

Contact person (Skip) Blumenstiel

Telephone number (248) 640-7840

Hours of operation \_\_\_\_\_

Minimum order quantity 50 TONS

**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](http://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.

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

**2. EXTENSION OF AWARD TO THE NOVI COMMUNITY SCHOOL DISTRICT, CITY OF NORTHVILLE,  
NORTHVILLE COMMUNITY SCHOOL DISTRICT, AND THE WALLED LAKE CONSOLIDATED SCHOOLS:  
OPTIONAL**

The City of Novi is working with the Novi Community School District, City of Northville, Northville Community School District and the Walled Lake Consolidated Schools to discover opportunities to optimize procurement services.

(X) If an award is made to TRANS-TEK TRANSPORT, it is agreed that the contract will be extended to Novi Community School District, City of Northville, Northville Community School District and the Walled Lake Consolidated Schools under the same prices, terms, and conditions.

( ) Our company is **NOT** interested in extending the contract to Novi Community School District, City of Northville, Northville Community School District and the Walled Lake Consolidated Schools under the same prices, terms, and conditions.

Contractor Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

*William Blumenthal*  
TRANS-TEK TRANSPORT LLC  
3-19-12

**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 N/A at this time.  
1x3<sup>4s</sup> would be used in place of  
4A Limestone if 4A is not available.

**COMMENTS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Company CITY OF NOVI  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Contact name \_\_\_\_\_

Company CITY OF ROYAL OAK  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Contact name \_\_\_\_\_

Company WASTE MET  
Address 19200 8th SOUTHERD MI  
Phone \_\_\_\_\_ Contact name SAM CALMAGNO



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

This bid is submitted by:

Company (Legal Registration) Trans - Tek Transport, L.L.C.

Address P.O. Box 464

City South Lyon State MI Zip 48178

Telephone 248-486-6548 Fax 248-486-6548

Representative's Name (please print) \_\_\_\_\_

Representative's Title WILLIAM BLUMENBERG, MEMBER

Representative's Signature MEMBER WILLIAM BLUMENBERG

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

Date 3-23-12

## CONTRACT

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 W. Ten Mile, Novi, Michigan 48375 "City", **and** \_\_\_\_\_, whose address is \_\_\_\_\_, "Contractor."

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

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

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

Time of Work. All Insurance requirements shall be satisfied within 14 days, and work shall be completed within 30 days of the Effective Date of this Contract. These time limits are of the essence of this Contract and failure to meet them shall permit City to terminate this Contract whether or not work has been commenced.

Payment. The City agrees to pay the Contractor the sum of \$\_\_\_\_\_, 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: Clay Pearson, City Manager and Maryanne Cornelius, City Clerk

Contractor: name , company, address.

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: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

By: Robert J. Gatt

Its: Mayor

\_\_\_\_\_

By: Maryanne Cornelius

Its: Clerk

CONTRACTOR

\_\_\_\_\_

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

\_\_\_\_\_

By:

Its: