



**CITY OF NOVI CITY COUNCIL  
OCTOBER 24, 2022**

**SUBJECT:** Approval to award a contract to Cadillac Asphalt, LLC for the temporary, 2-inch cap of asphalt on Martin Avenue after storm sewer improvements, in the amount of \$32,100.

**SUBMITTING DEPARTMENT:** Department of Public Works, Engineering Division

<b>EXPENDITURE REQUIRED</b>	<b>\$ 32,100.00</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 35,748.00</b>
<b>APPROPRIATION REQUIRED</b>	<b>\$ 0</b>
<b>LINE ITEM NUMBER</b>	<b>210-211.00-865.241</b>

**BACKGROUND INFORMATION:**

In October 2021, the City contracted with Fonson Company, Inc. via a change order on the Lee BeGole Headwall Repair, Bishop Creek Streambank Stabilization, and Meadowbrook Segment 70 Sidewalk project to replace, upsize and reroute the main storm sewer run in the Howell's Walled Lake Subdivision, along Martin Avenue from 13 Mile Road to Linhart Street. This storm sewer was successfully completed by the end of November 2021. A majority of the newly installed storm sewer is located down the middle of Martin Avenue.

The roadway was left as gravel after the storm sewer improvements since the expectation was to follow up immediately with the next stages of construction in the subdivision. The first stage is to replace all the existing water main in the subdivision due to its age and history of problematic areas. The second stage is to correct a few minor areas and segments of the existing sanitary sewer. The final third stage was to restore the asphalt streets (Martin Avenue, Linhart Street, Wainwright Street, and Paramount Street) after the water main and sanitary sewer work.

On August 22, 2022, City Council approved a contract with DiPonio Contracting, LLC, to complete all three stages of work described previously. The work was expected to start this October. But, after reviewing and discussing the proposed schedule with the

contractor, it was determined that receipt of ductile iron pipe for the job could be as late as September 2023.

Considering the new delayed schedule and the fact many residents in the subdivision have expressed concern with excessive dust and potholes from the gravel roadway, staff decided to proceed with applying a temporary 2-inch cap of asphalt over Martin Avenue. Three (3) quotes were obtained from contractors to do this temporary work, which is provided below:

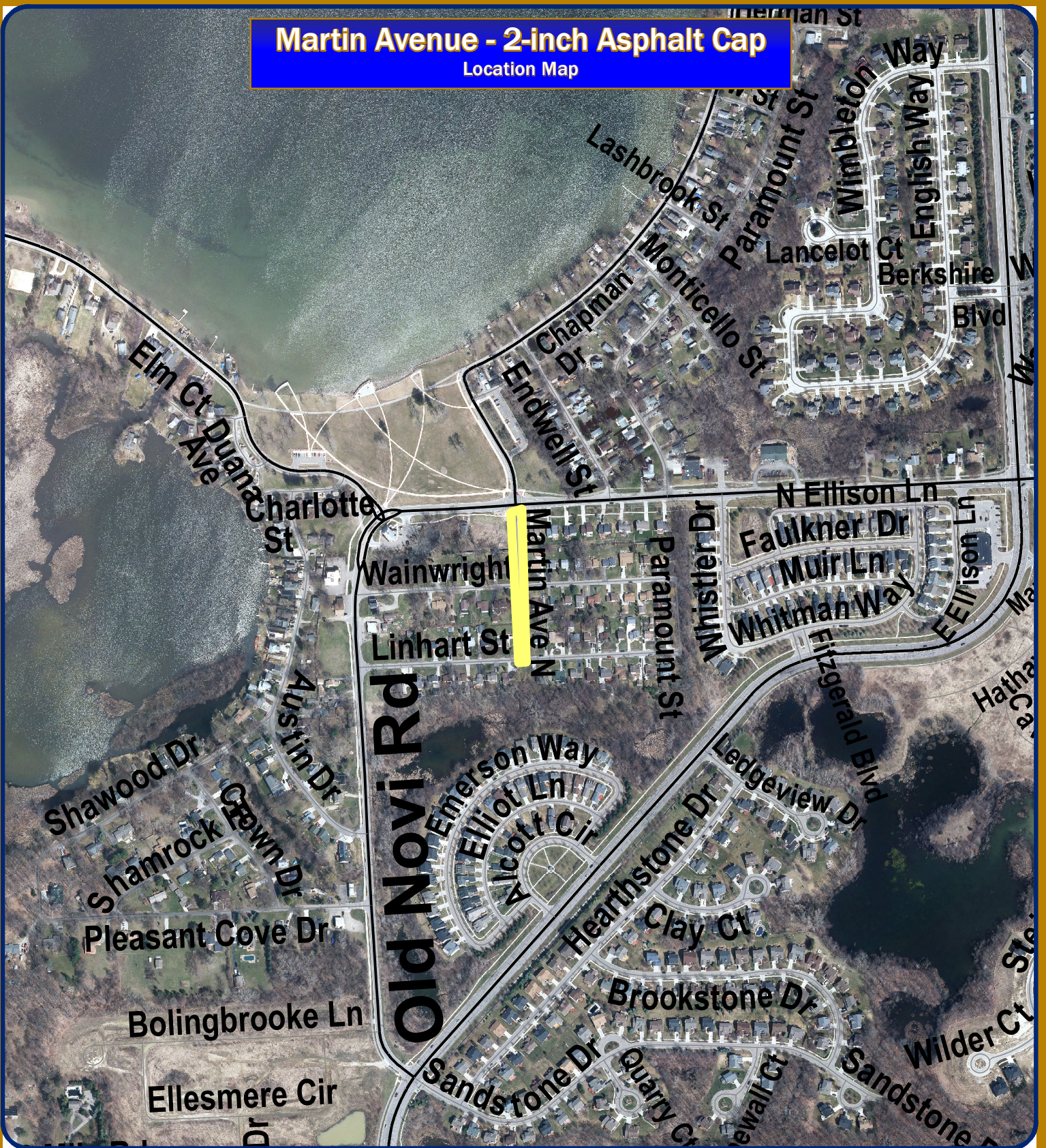
- 1) Highway Maintenance & Construction, Inc. (Chip Seal) = \$18,900
- 2) **Cadillac Asphalt, LLC = \$32,100 (grading and paving)**
- 3) Pro-Line Asphalt Paving Corporation = \$75,450 (grading and paving)

Although Highway Maintenance is the lowest quote of the three, the product would only be a chip seal, which would not last long under these conditions, and the contractor could not commit to getting it done this paving season. Therefore, staff recommends option 2, which provides a better temporary surface until the project begins. Staff executed the agreement with Cadillac Asphalt to get on the contractor's schedule, given that the work must be completed before winter weather conditions start.

**RECOMMENDED ACTION:** Approval to award a contract to Cadillac Asphalt, LLC for the temporary, 2-inch cap of asphalt on Martin Avenue after storm sewer improvements, in the amount of \$32,100.

# Martin Avenue - 2-inch Asphalt Cap

Location Map



Map Author: Aaron J. Staup  
Date: 10/14/22  
Project: Martin Avenue Asphalt Cap  
Version #: 1

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.



## City of Novi

Engineering Division  
Department of Public Works  
26300 Lee BeGole Drive  
Novi, MI 48375  
cityofnovi.org



1 inch = 528 feet



# PAVING PROPOSAL

Phone: (248) 349-8600 Fax (248) 347-2589

**Bid Presented To:**

Customer Name	City of Novi	
Address	26300 Lee BeGole	
City, State, Zip	Novi, MI 48375	
Phone	(248)347-3270	Fax
Jobsite Phone		
Owner Of Real Estate	City of Novi	

**For Asphalt Pavement Construction**

Job Name	Martin Ave
Address	SE corner of 13 Mile & Old Novi Rd
City, State, Zip	Novi, MI 48377
Date of Bid	October 10, 2022
Architect-Engineer	N/A
No. & Date of Plans	N/A

Items of work, specifications, quantities and unit prices:

**Safety is our # 1 Goal**

<u>UNIT</u>	<u>QTY</u>	<u>Scope of work:</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
LSUM	1	Fine grade the existing aggregate base.	\$3,600	\$ 3,600.00
ton	150	Lay 2" of commercial #1100(20AA) wearing course.	\$ 190.00	\$ 28,500.00

**Notes & Exclusions**

Engineering, permits, testing, and bonds are excluded

We offer to furnish necessary labor and materials to do the above work in accordance with the above specifications and the Terms and Conditions listed on the reverse of this document for the sum of: \_\_\_\_\_  
 per unit prices above \_\_\_\_\_  
 ( \_\_\_\_\_ ) , or at a unit price of see above Per \_\_\_\_\_

Signed \_\_\_\_\_  
 Cadillac Asphalt LLC Representative, Julie Snurka

The prices quoted above may be subject to change if not accepted within 10 days from the date hereof. Final acceptance by Cadillac Asphalt LLC is subject to the approval of the Division Manager and Credit Department.

**Acceptance by Customer**

We hereby accept this proposal. The specifications and prices are approved and satisfactory. The Terms & Conditions are understood and accepted. Payment will be made in accordance with the terms offered. I further represent that I am authorized to sign this contract.

Accepted by Customer:

Date \_\_\_\_\_ Signature \_\_\_\_\_ (Title) \_\_\_\_\_

## TERMS & CONDITIONS

- Entirety** – This agreement contains the entire agreement of the parties hereto and shall supersede all previous oral & written agreements and all contemporaneous negotiations, commitments and understandings. This agreement may be modified only by written instrument duly executed by each party hereto.
- Thickness** – All descriptions of paving thickness in this proposal are referred to as average thickness. Variation in sub-base and technical limitation may result in variation in thickness. We warrant sufficient material will be used on the project to result in the average thickness stated.
- Property Lines** – The customer shall establish and designate property lines and shall be obligated to pay for work performed as ordered in the event said work results in trespass on other property. Customer shall also be responsible for any damage caused by the owner of such other property.
- Delays** – Contractor shall complete the job within a reasonable time but shall not be liable for delays beyond the control of Contractor. The contractor shall complete the project as weather and schedule permit and by November 26, 2022.
- Permits** – Customer shall acquire and pay for any and all permits or assessments if they are required. Upon acceptance, a legal description of the property improvement and/or a notice of Commencement shall be provided to Contractor prior to start of work.
- Wet or Unstable Grade** – No materials will be placed on wet or frozen sub grade. A suitable sub grade is a condition precedent to the requirement of performance of this contract.

- 7) Reproduction Cracks – When resurfacing concrete, brick or asphalt pavements, Contractor is not responsible for the reproduction of cracks or expansion joints which occur.
- 8) Minimum Grade – Contractor reserves the right to refuse to construct a pavement unless minimum grades of 1% are possible for surface drainage. If Customer directs construction with less than a minimum grade of 1%, it is understood that waterponding may occur and that no warranty attaches to the work as to satisfactory surface drainage. Depressions over ¼ inch will be filled.
- 9) Underground Structures – It is Customer's responsibility to advise Contractor of the existence and location of all underground structures such as sewers, water and gas line, etc., which might be encountered by Contractor in the performance of its work hereunder. Contractor shall be deemed to have notice of the existence of only those structures specifically referred to in this proposal and of the location thereof as indicated in this proposal. If it develops in the performance of the work that the identity or location of the underground structures varies from those specified herein, any extra cost occasioned thereby in moving, protecting or covering same, or otherwise, shall be paid by Customer.
- 10) Soil Conditions – Should any unusual conditions be encountered not specifically referred to in this proposal, any extra cost in the performance of the work occasioned by such conditions shall be paid by Customer.
- 11) Tree Roots – Contractor shall not be responsible for damage to trees occasioned by the removal of tree roots in preparing the roadbed, nor shall Contractor be obligated to remove damaged or destroyed trees.
- 12) Timely Payment – As stated above, payment in full is due upon completion of the job. Interim billings for partial performance are due and payable thirty (30) days after presentment of said billings. Customer agrees to pay interest at the rate of 1 ½% per month on any amount due Contractor with said interest to start accruing thirty (30) days after presentation to Customer of a billing for work performed and/or expenses incurred by Contractor. This interest is an annual rate of 18%. Contractor may, upon written notice to Customer, terminate this contract when for a period of five (5) days after payment is due, as provided herein, Customer fails to make said payment or payments. On such termination, Contractor may recover from Customer payment for all work completed and for any loss sustained by Contractor for materials, etc., to the extent of actual loss thereon, plus loss on a reasonable profit.
- 13) Unit Prices – The quantities and units stated in this proposal are estimates and unless otherwise stated, this is a unit price proposal. Actual 'as built' quantities shall be paid for at their respective unit prices.
- 14) Acceptance – The paving shall be deemed accepted by Customer at such time as the paving is opened for travel and parking. If for any reason the wearing course is not placed prior to opening to the public, Customer shall be responsible for the cost of repair.
- 15) Hidden Objects – Contractor assumes no responsibility for removing hidden objects encountered during the performance of the work. Any costs incurred by the removal and disposal of such hidden objects shall be borne by Customer and the Contractor shall be reimbursed accordingly. Contractor assumes no responsibility for discovery or removal of materials that may be contaminated or hazardous.
- 16) Zoning Requirement/Other Regulations – Contractor assumes no responsibility for determining whether Customer has the legal right or authority to pave the property as directed. Notwithstanding that such work might be deemed to violate any ordinance, zoning regulation, or other law, Customer shall, nevertheless, be obligated to pay for the work as ordered.
- 17) Stockpiling Materials – Contractor shall be permitted to stockpile materials necessary to the performance of the work, on the Customer's property adjacent to the site of the work, without cost.
- 18) Carpports – Asphalt paving must be placed prior to the building of carpports or the placing of asphalt curb, if applicable.
- 19) Force Majeure - Contractor shall not be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, or lockout. Customer will not have a right to terminate this Agreement in such circumstances.

#### **MAINTENANCE GUARANTEE**

This pavement is guaranteed against failure due to improper workmanship or materials for a period of construction ( \_ \_ ) year(s) after construction unless otherwise stated herein. Use of a pavement for a purpose other than the disclosed and intended use, or by heavier traffic than disclosed will void this guarantee. It is understood that this guarantee does not cover damage caused by intentional or accidental excavation, fire, flood, gasoline, oil, chemicals, subsurface water, overloading or other misuse. Failure of the Customer to conform to the requirements of timely payment as stipulated in the Terms & Conditions will void this guarantee. This guarantee does not apply to first or intermediate stages of construction. Asphalt bases are not guaranteed. This guarantee starts when the final wearing surface is placed and the pavement structure is brought up to full design strength.

**From:** Alex Parent <[Alex.Parent@ohm-advisors.com](mailto:Alex.Parent@ohm-advisors.com)>  
**Sent:** Thursday, September 22, 2022 1:44 PM  
**To:** Herczeg, Jeff <[jHerczeg@cityofnovi.org](mailto:jHerczeg@cityofnovi.org)>  
**Subject:** FW: City of Novi - Howell's Lake Subdivision - 2" Cap over Winter

See below again.

Cadillac is at \$190 a ton at an estimated 150 tons which comes out to \$28,500.

So to summarize options:

Demek Double Chip \$18,900

**Cadillac 2" HMA \$28,500**

ProLine 2" HMA \$75,450

I would advise we choose Cadillac for the reasons of:

- 1) we will have them doing the final paving for Howells through DiPonio and they are already on Taft
- 2) it'll be a good product that you know will hold up to plows all winter
- 3) we know we can get them out there for sure

It would be tough to guarantee a solid product and timeline out of Demek. I just want to reiterate that your team needs to grade the road in a coordinated manner before paving shows up.

Let me know.

**ALEX PARENT, PE** | **OHM Advisors®** | est.1962  
PROJECT MANAGER

**D** (248) 751-3109 **C** (248) 842-8956 **O** (248) 751-3100

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