



## CITY of NOVI CITY COUNCIL

### Agenda Item 3 August 12, 2019

**SUBJECT:** Consideration of approval to award a unit price contract to Signature Services, and Rotondo Construction Corp., the lowest bidders, for as-needed concrete pavement repairs, in the estimated annual amount of \$274,562.50. The contract term is for one year with two one-year renewal options.

**SUBMITTING DEPARTMENT:** Department of Public Works

**CITY MANAGER APPROVAL:**

**BACKGROUND INFORMATION:**

A primary goal of the City's asset management program is the preservation of infrastructure to prevent costly and large-scale reconstruction. Some examples of preventative and routine maintenance include, but are not limited to, road panel replacement, curb repairs, non-motorized flag replacements, and storm drain structure rehabilitation. Each of these programs helps keep assets in a good, functioning condition.

Novi's preventative maintenance program, in conjunction with other asset improvement programs, is intended to improve the overall quality of the City's rights-of-way. The objective of this service is to preserve concrete assets using lower-cost rehabilitation techniques, rather than allowing them to deteriorate beyond a point that requires extensive reconstruction, involving much more effort at a significantly higher cost.

In order to perform additional work in a timely manner, the Department of Public Works is proposing to award as-needed concrete repair contracts to two bidders- Signature Services, and Rotondo Construction Corp. Both have agreed on one median unit price.

Five bids were received and opened on July 9, 2019, following a public bid solicitation period. The bid tabulation is included in the packet. Both Signature Services and Rotondo Construction are recommended as being in the best interest of the City as they met all requirements of the bidding instructions and provided the lowest combined bid. Both Signature and Rotondo have satisfactorily performed concrete repairs previously for the City of Novi.

**RECOMMENDED ACTION:** Approval to award a unit price contract to Signature Services, and Rotondo Construction Corp., the lowest bidders, for as-needed concrete pavement repairs, in the estimated annual amount of \$274,562.50. The contract term is for one year with two one-year renewal options.

**City of Novi****As-Needed Concrete Repairs - Average Unit Pricing****Rotondo Corp. - Signature Services Inc.**

<b>Pay Item</b>	<b>Pay Unit</b>	<b>Estimated Quantities</b>	<b>Agreed Pricing</b>
Remove and replace, Concrete 8 inch	Sq. Ft.	7500	\$ 11.00
Remove and replace, Concrete, 6 inch	Sq. Ft.	3000	\$ 8.50
Remove and replace, Concrete. 4 inch	Sq. Ft.	2500	\$ 7.50
Install, Concrete, 8 inch	Sq. Ft.	unknown	\$ 9.50
Install, Concrete, 6 inch	Sq. Ft.	unknown	\$ 7.50
Install, Concrete, 4 inch	Sq. Ft.	unknown	\$ 6.25
Concrete combination curb & gutter	LF	1000	\$ 65.00
Catch basin, rebuild	Per Structure	25	\$ 1,837.50
Catch basin, rehabilitation (top 24")	Per Structure	50	\$ 737.50
Catch basin, tuck pointing (top 24 ")	Per Structure	unknown	\$ 562.50
Steel Reinforcement Dowels, installed	Per Unit	unknown	\$ 7.25
Wire Mesh	Sq. Ft.	unknown	\$ 0.80
Fiber mesh	Sq. Ft.	unknown	\$ 0.38
Tree root removal & disposal	Sq. Ft.	unknown	\$ 14.48
ADA tile, provide & install	Each	unknown	\$ 370.00
Single lane non-freeway closure, if needed	Per Day	unknown	\$ 1,000.00

**CITY OF NOVI**  
**As-Needed Concrete Repairs Re-bid**  
**Bid Tabulation**  
**July 9, 2019 2:00 p.m.**

Company		Estimated Quantity	Signature Services (units)	Signature Services (total)	DSP Constructors (units)	DSP Constructors (total)	Rotondo Construction (units)	Rotondo Construction (total)	McCarthy Construction (units)	McCarthy Construction (total)	Great Lakes Contracting (units)	Great Lakes Contracting (total)
Pay Item	Pay Unit											
Remove and replace, Concrete 8 inch	Sq. Ft.	7,500	8.00	60,000.00	10.50	78,750.00	14.00	105,000.00	15.00	112,500.00	25.00	187,500.00
Remove and replace, Concrete, 6 inch	Sq. Ft.	3,000	7.00	21,000.00	9.25	27,750.00	10.00	30,000.00	13.00	39,000.00	23.00	69,000.00
Remove and replace, Concrete, 4 inch	Sq. Ft.	2,500	6.00	15,000.00	8.00	20,000.00	9.00	22,500.00	11.00	27,500.00	20.00	50,000.00
Install, Concrete, 8 inch	Sq. Ft.	unknown	7.00		7.00		12.00		8.50		22.00	
Install, Concrete, 6 inch	Sq. Ft.	unknown	6.00		6.25		9.00		7.50		20.00	
Install, Concrete, 4 inch	Sq. Ft.	unknown	5.00		5.50		7.50		6.50		19.00	
Concrete combination curb & gutter	LF	1,000	55.00	55,000.00	35.00	35,000.00	75.00	75,000.00	54.00	54,000.00	60.00	60,000.00
Catch basin, rebuild	Per Structure	25	1,475.00	36,875.00	5,200.00	130,000.00	2,200.00	55,000.00	4,500.00	112,500.00	3,500.00	87,500.00
Catch basin, rehabilitation (top 24")	Per Structure	50	575.00	28,750.00	2,200.00	110,000.00	900.00	45,000.00	1,200.00	60,000.00	2,500.00	125,000.00
Catch basin, tuck pointing (top 24 ")	Per Structure	unknown	375.00		1,500.00		750.00		400.00		800.00	
Steel Reinforcement Dowels, installed	Per Unit	unknown	4.50		6.00		10.00		15.00		18.00	
Wire Mesh	Sq. Ft.	unknown	0.85		0.38		0.75		0.60		5.00	
Fiber mesh	Sq. Ft.	unknown	0.25		0.25		0.50		0.50		6.00	
Tree root removal & disposal	Sq. Ft.	unknown	3.95		42.00		25.00		2.00		20.00	
ADA tile, provide & install	Each	unknown	265.00		450.00		475.00		300.00		350.00	
Single lane non-freeway closure, if needed	Per Day	unknown	200.00		450.00		1,800.00		750.00		1,500.00	
<b>TOTAL</b>				<b>216,625.00</b>		<b>401,500.00</b>		<b>332,500.00</b>		<b>405,500.00</b>		<b>579,000.00</b>

## **CONTRACT FOR AS-NEEDED CONCRETE REPAIRS**

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, 45175 Ten Mile, Novi, Michigan 48375 "City", and Signature Services, whose address is 17500 Dix Rd., Melvindale, MI 48122, "Contractor."

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

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

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

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

Payment. The City agrees to pay the Contractor based on unit pricing included in Exhibit A, payment to be made after satisfactory completion of the work and within thirty (30) days of receiving a final bill or invoice for the work from the Contractor, accompanied by a sworn statement and full unconditional waivers of lien, confirming that all subcontractors and any material suppliers have been paid in full.

Changes. Any changes in the provisions of this Contract must be in writing and signed by the City and Contractor.

Liability. Contractor shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. Consistent with this liability, the Contractor agrees to defend, pay on behalf of, and hold harmless the City, its agents, and others working on its behalf against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the City by reason of personal injury and/or property damages which arises out of or is in any way connected or associated with this Contract.

Inspections, Notices and Remedies Regarding Work. During the performance of the work by Contractor, City shall have the right to inspect the work and its progress to assure that it complies with this Contract. If such inspections reveal a defect in the work performed or other default in this Contract, City shall provide Contractor with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Contractor shall correct the specified defects or defaults within the time specified. Upon a failure to do so, the City may terminate this Contract by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so a valid claim and charge against Contractor, or, preserve the claims of defects or defaults without termination by written notice to Contractor.

Demolition Disposal Requirements. The Contractor shall perform all work and dispose of all materials in compliance with all provisions of applicable federal, state, county and City environmental laws. This obligation includes lawful disposal of all material, with a condition of the City's payment obligation being Contractor delivering to City copies of written documents from the licensed landfill or disposal site, confirming the dates, quantities and types of demolition debris disposed of, the disposal costs and that those costs have been paid in full by Contractor.

Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because City is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

Governing Law. This Contract shall be governed by the laws of the State of Michigan.

Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the City.

Successors and Assigns. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

Notices. Written notices under this Contract shall be given to the parties at their addresses on page one by personal or registered mail delivery to the attention of the following persons:

City: Peter E. Auger, City Manager and Cortney Hanson, City Clerk

Contractor: Michael Van Marter, Jr., Owner

Contract Term. The Contract Term shall be as set forth in the attached Exhibit A.

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

termination or cancelation shall be clearly stated in the written notice. In the event of termination Contractor shall be paid as compensation in full for services performed to that date an amount calculated for that particular project. Such amount shall be paid by the City upon Contractor delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been prepared and/or accumulated by Contractor in performing the services up to the date of termination.

Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

WITNESS AND DATES  
OF SIGNATURES:

CITY OF NOVI

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


\_\_\_\_\_  
By: Robert J. Gatt  
Its: Mayor

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

\_\_\_\_\_  
By: Cortney Hanson  
Its: Clerk

WITNESSES AND DATES  
OF SIGNATURES:

SIGNATURE SERVICES

  
\_\_\_\_\_  
Date: 7/17/19

  
\_\_\_\_\_  
By: Michael Van Marter, Jr.  
Its: Owner

**City of Novi**  
**As-Needed Concrete Repairs**

Pay Item	Pay Unit	Estimated Quantities	Agreed Pricing
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Signature

Michael L Van Marter Jr  
Printed Name

7/12/19  
Date



CITY OF NOVI  
CONTRACTOR QUALIFICATIONS QUESTIONNAIRE  
AS-NEEDED CONCRETE REPAIR CONTRACT (RE-BID)

Failure to answer all questions could result in rejection of your proposal.

Name of Firm Signature Services  
Address: 17500 Dix Rd.  
City, State Zip Melvindale, MI 48122  
Telephone 313-551-8910 Fax 313-551-8911  
Cell 313-999-6690  
Agent's Name (please print) Michael L VanMarter Jr  
Agent's Title President  
Email Address: info@signatureoutdoorservice.com  
Website www.signatureoutdoorservice.com

1. Organizational structure: Corporation, Partnership, etc. Michigan Corporation
2. Firm established: 1999 Years in business: 20
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?  
No  Yes \_\_\_\_\_ Reason: \_\_\_\_\_
4. Under what other or former names has your organization operated?  
Downriver Clippers Lawn Maintenance dba Signature Services
5. How many full-time employees? 24 Part-time? 0
6. Are you able to provide insurance coverage as required by this bid? yes
7. List the scope of services (type of work) you are able to perform.  
Concrete, Demolition, Dumpster Company/Rentals, Building Supply Yard  
Masonry, Landscape, Waterproofing, Excavation, Snow Removal, ect.
8. Provide a list of employees and all other professional staff to be assigned to this contract. Include name, title, license number, years' of experience, full/part time, on-call availability, qualifications, and experience.



See Attached

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

See Attached

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10. Provide a list of all open contracts your company currently holds. Include contact name, organization, type, size, required date of completion, percentage of completion, value of contract.

See Attached

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11. **References:** Provide at least three (3) references for projects that are comparable in scope to this bid. Several references from municipalities would be desirable.

Company City of Novi

Address 45175 Ten Mile Rd Novi MI 48375

Phone 248-379-2290 Contact name Dean Reid

Company City of Melvindale

Address 3100 Oakwood Blvd. Melvindale MI 48122

Phone 313-429-1040 Contact name Mayor Stacey Bazman

Company Melvindale Board of Education

Address 18530 Prospect Melvindale MI 48122

Phone 313-389-3330 Contact name Elfi Hervey

12. Claims and Suits: Does your firm have any litigation pending or outstanding against your organization or its officers? If yes, please provide details.  
No  Yes

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13. Provide any additional information you would like to include which may not be included within this Questionnaire. You may attach additional sheets.

**THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:**

Signature of Authorized Company Representative: 

Representative's Name (please print) Michael L. VanMarter Jr

Date 07/01/2019

# Signature Services

July 1<sup>st</sup>, 2019

## CITY OF NOVI AS-NEEDED REPAIR CONTRACT

Page 21/22 Question #8

### List of employees, title, years of experience, full/part time, qualifications and experience

- Scott Grishaber, Foreman 20+ years, full time, assigned on existing contract with the City of Novi As-Needed Repair from 2016 - present
- Benito Molano, Labor/Finisher, full time, assigned on existing contract with the City of Novi As-Needed Repair from 2016 - present
- Raul Florentin, Labor/Finisher, full time, assigned on existing contract with the City of Novi As-Needed Repair from 2016 - present
- Jose Barba, Labor/Finisher, full time, assigned on existing contract with the City of Novi As-Needed Repair from 2016 - present

Page 22 Question #9

### List of equipment and tools

- Multiple of Each - Skidsteers, Excavators, Back hoes, Loaders, Dump Trucks, Hydraulic Breakers and Attachments and all misc hand tools needed to complete the jobs as needed

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### Provide open contracts, name, type, size, date of completion, percentage of completion, value of contract

- City of Novi As-Needed Repair from 2016, Dean Reid 248-379-2290, 95% completed, \$318,615.00 contract value to date
- Am Cane Sugar Refinery, Concrete repairs/replacement& drain work, Michael Taylor 313-299-1300, 50% completed, \$168,771.00 contract value to date
- Praxair, Inc. - As-Needed concrete/asphalt repairs, present, Ed Arney 313-506-8424, 60% completed, \$33,353.00 contract value to date

Office 17500 Dix Rd., Melvindale, MI 48122 Phone: 313-551-8910 Fax: 313-551-8911 Email: info@signatureoutdoorservice.com  
Sales: 313-443-4192 Darrell Karl or 313-999-6690 Mike VanMarter  
Building Supply Yard: 9455 W. Fort St., Detroit MI 48209 Phone: 313-551-8057

Signature Services is a licensed and insured full maintenance company (Municipal, Commercial, Industrial and Residential) that has been serving the Detroit Metro area since 1999. We also have a Building Supply Store for all your material needs.

The Services that we provide include, but are not limited to the following:

- 1) Onsite Garden and Building Supply Center
- 2) Weekly Lawncare Maintenance
  - Residential, Commercial and Industrial
  - Spring/fall cleanups
- 3) Landscape and Outdoor Services
  - Plant & tree installation
  - Landscape design
  - Retaining wall construction
  - Bed maintenance
  - Trimming & pruning
  - Tree & shrub removal
  - Watering if needed (900 gallon water truck)
  - Grading/hydro-seeding/sod
  - Vinyl/chain link fencing installation and repair
- 4) Snow & Ice Management
  - 24hr dispatch
  - Staking of property
  - Complete ice melt application on roadways, parking lots and sidewalks
  - Off site snow removal services hauling
- 5) Demolition / Board ups
  - Garages/Houses and Commercial / Industrial Buildings
  - Cleanouts / Final Clean
- 6) Excavation
  - Retwalls / Footings
  - Basements
  - Foundations
  - Waterproofing
- 7) Dumpsters (Rubber Wheeled & Roll offs 10yd - 40yd, Front End Loads 4,6 & 8yd)
  - Eviction cleanups / ordinance violation cleanups
  - Subcontractors (roofers, home improvement projects, remodeling)

8) Concrete (indoor and outdoor)

- Removal and replacement
- Sidewalks/patio's
- Driveways/approaches / curbs
- Parking lots
- Tuck pointing / Chimney repair
- Full Service masonry, brick, block, ect.
- Footings/rat walls
- Catch basin - rebuild / install

9) Parking Lot Maintenance

- Striping
- Cold Patch Repairs

10) Power Washing Services

- Siding
- Concrete/Brick
- Deck

11) Trucking

- Deliver/ Hall Outs
- Heavy Equipment / Lowboys

12) Misc. Services

- Electrical
- Door Replacement
- HVAC
- Painting - interior/exterior
- Carpentry (minor)
- Glass block windows
- Environmental testing

**Need a Job Quoted?** Contact our salesman direct

Darrell Karl 313-443-4192

Michael VanMarter 313-999-6690

**Need Material?** Please contact our Building Supply Yard for delivery/pickup pricing:  
313-551-8057 Monday-Friday 8:00am -5:00pm and Saturday 8:00am - 3:00pm

**Need to Rent a dumpster?** We offer Rubber Wheeled, Roll- Offs and Front end loads  
313-378-9699 Dispatch



**NOTICE - CITY OF NOVI**

**INVITATION TO BID**

**AS-NEEDED CONCRETE REPAIR CONTRACT (RE-BID)**

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

**IMPORTANT DATES**

Bid Issue Date	June 18, 2019
<b>Voluntary Pre-Bid Meeting</b>	<b>Tuesday, June 25, 2019 at 10:00 am</b> Novi Civic Center 45175 Ten Mile Rd Novi, MI 48375
Last Date for Questions	Thursday, June 27, 2019 by 12:00 pm Please submit all questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
<b>Response Due Date</b>	<b>Tuesday, July 9, 2019 by 2:00 pm</b> Uploaded to the MITN website at <a href="http://www.mitn.info">www.mitn.info</a> .

**DESCRIPTION:**

This is a contract for as-needed concrete repairs within the City limits that may include panels, sidewalks, driveways, catch basin, curbs, etc. It is our intent to make an award to two contractors.

**NOTICE TO BIDDERS**

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



**CITY OF NOVI**  
**AS-NEEDED CONCRETE REPAIR CONTRACT (RE-BID)**  
**INSTRUCTIONS**

**QUESTIONS**

Please email all questions to the staff member listed above. Please write the name of the bid in the subject line. If you write anything else in the subject line, your email may be deleted as spam. Vendors/contractors are specifically directed not to contact any other City staff. Unauthorized contact of any City department employee may result in rejection of submittal.

**VOLUNTARY PRE-BID MEETING**

A voluntary pre-bid meeting may be held. If so, the date, time, and location will be indicated on the cover of this ITB. The meeting will begin promptly at the time listed above. If the meeting generates any questions & answers, we will post them as an addendum on the MITN website.

**TYPE OF CONTRACT**

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

**CHANGES TO THE BID/ADDENDA**

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

Such interpretation or correction, as well as any additional Bid provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at [www.mitn.info](http://www.mitn.info). Any addendum issued by the City shall become part of the ITB and subsequent contract and shall be taken into account by each bidder in preparing its bid. Only written addenda 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.

**BID SUBMITTALS**

Proposals must be uploaded to the MITN ([www.mitn.info](http://www.mitn.info)) website by the due date and time. Allow sufficient time to go through the uploading process. The MITN system will not allow for late submittals. This responsibility rests entirely with the bidder respondent, regardless of delays resulting from the uploading process.

Submit as a single file, in DOC, DOCX, PDF, or JPG format with a size limitation of 20MB. If the file size exceeds 20 MB, please upload in 20 MB increments. PDF is preferred.

Due to security risks associated with some file formats, the following file types are not able to be opened by the City: DOCM, DOT, XLS, XLSM, XLSB, XLT, PPT, PPTM, TIF, or RTF. All of these formats can contain malicious code. The City will not accept ZIP files. Alternatively, you could convert these files to PDF.

**For assistance on how to upload, contact MITN directly at (800) 835-4603.**

As this ITB is being made available by electronic means, the proposer accepts full responsibility to ensure that no changes are made to the ITB documents. In the event of conflict between a version of the ITB submitted by proposer, the version maintained by the City of Novi Purchasing Department shall govern.

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.

#### **SUBMISSION OF BID**

To be considered, bids must be submitted as specified in the Notice page, on or before the specified time and date. There will be no exceptions to this requirement. Faxed, emailed, or telephone bids are not acceptable.

Bids must be signed by an Authorized Representative of the submitting company on the enclosed form when one is provided. Bids must show unit and total prices when requested. In case of mistakes in price extension, unit pricing shall govern. *ANY CHANGES MADE ON THE BID FORM 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.

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

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

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

#### **RESPONSIVE BIDS**

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unit prices shall be



submitted if space is provided on bid form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is not provided. Any exceptions to the specifications must be noted on the bid form.

### **EXCEPTIONS**

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

### **CONTRACT AWARD**

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

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.

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

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

### **VENDOR DISQUALIFICATION**

The City maintains the right to disqualify vendors under the following conditions:

1. In addition to any other remedies authorized by law, a vendor may be disqualified from bidding on any City contracts for up to three (3) years if it has been determined that the vendor, after award of the contract:
  - (a) Failed to provide the service or supplies required;
  - (b) Provided the service or supplies in an untimely manner causing delays and

interference;

- (c) Lacked financial resources and the ability to satisfactorily perform the contract or provide the services or supplies;
  - (d) Exhibited poor quality of performance in delivering the service;
  - (e) Delivered poor quality of goods;
  - (f) Failed to comply with laws and ordinances relating to the contract performance;
  - (g) Defaulted on its quotations;
  - (h) Such other action what leads the City to believe that the contractor's duties will not comport or comply with the bid requirements.
2. Vendors who are listed on the Excluded Parties List System at [www.sam.gov](http://www.sam.gov)

## GENERAL CONDITIONS

### **INSURANCE**

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful bidder prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A is to be provided to the City and remain in force during the entire contract period.

### **SAFETY REQUIREMENTS**

The Contractor shall be solely responsible for the entire work site and provide all necessary protections as required by laws or ordinances governing such conditions and as required by the Owner. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the owner arising from such damages.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, and shall fully comply with all state laws or regulations and Michigan State building code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all necessary protective devices and signs throughout the progress of the work.

### **CONTRACT RENEWAL**

No contract shall be automatically renewed at the end of any contract term.

### **NO EXCLUSIVE CONTRACT**

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option. The Contractor will not be reimbursed for any anticipatory profits should the City exercise this option.

### **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.

### **TAX EXEMPT STATUS**

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such

taxes in the bid prices. The City will furnish the successful bidder with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

The following exception shall apply to installation projects: When sales tax is charged to the successful bidder for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

**FREIGHT CHARGES/SHIPPING/HANDLING**

All bid/proposal pricing is to be F.O.B. destination.

**DOWN PAYMENTS OR PREPAYMENTS**

Any bid submitted which requires a down payment or prepayment prior to delivery and full acceptance, as being in conformance with specifications, will not be considered for award. No payments will be made until work is performed/goods are received to the satisfaction of the authorized City representative.

**INVOICING**

Invoices may be mailed to: City of Novi, Attn: Finance Department, 45175 Ten Mile Road, Novi, MI 48375, OR emailed to: [invoices@cityofnovi.org](mailto:invoices@cityofnovi.org). *This email is to be used for invoices and statements only and not for any other type of communication or sales. We are unable to respond to any inquiries from this email.*

**CONTRACT TERMINATION**

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

**TRANSFER OF CONTRACT/SUBCONTRACTING**

The successful bidder will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

**NON-DISCRIMINATION**

In the hiring of employees for the performance of work described in this ITB and subsequent contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

**ACCEPTANCE OF BID CONTENT**

Should a contract ensue, the contents of the bid of the successful Bidder may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

**DISCLOSURE**

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this ITB is available without redaction to any individual or organization upon request.

**ECONOMY OF PREPARATION**

Bids should be prepared simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

The City of Novi is not liable for any costs incurred by bidders prior to issuance of a contract.

**INDEPENDENT PRICE DETERMINATION**

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

- (a) The prices in the bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any other Competitor; and
- (b) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

Each person signing the bid certifies that:

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



CITY OF NOVI  
AS-NEEDED CONCRETE REPAIR CONTRACT (RE-BID)  
SPECIFICATIONS

**OVERVIEW**

The City of Novi is soliciting bids from qualified contractors for as-needed miscellaneous concrete repairs at sites located throughout the City of Novi. These services will be awarded to more than one contractor and may be used on a rotating basis at the discretion of the City of Novi. The amount budgeted for fiscal year 2019-20, starting July 1, 2019, is approximately \$250,000. Contractor should understand that this budget may increase, decrease, or be eliminated in future fiscal years.

**DESCRIPTION OF WORK**

This work shall include all labor, materials and equipment required for performing as-needed concrete repairs at locations indicated by the City of Novi. Any utilities encountered or damaged will be considered incidental to the work and additional compensation will not be allowed. The contractors will be responsible for calling MISS DIG before the work is done. All repair work shall be completed within thirty (30) working days of receipt of the work order.

**MATERIALS**

The materials shall meet the requirements specified in the Michigan Department of Transportation (MDOT) **Standard Specifications for Construction (2012), Section 601 Portland Cement Concrete Pavement Mixtures**. The concrete mixture shall conform to the MDOT requirements listed for Grade P1 Concrete as described in Table 601-2 of the specifications. Must be a state certified mix.

Class of Coarse Aggregate:	6A
Class of Fine Aggregate	2NS
Cement content:	526 lbs. per cubic yard 5.6 Sacks (94 lb.) per cubic yard

**CONSTRUCTION**

All work shall conform to **MDOT Standard Specifications for Construction (2012), Section 603 Concrete Pavement Restoration**.

All unstable subgrade material shall be removed and replaced with Class II granular material per MDOT specification.

Forms shall be clean and straight, composed of wood or metal. The forms shall be staked to line and grade in a manner that will prevent deflection or settlement. Forms shall be oiled before placing concrete.

The base shall be thoroughly wetted and the concrete deposited thereon to the proper depth. Concrete shall be spaded along the forms, compressed and struck-off flush with the top of the forms. The surface shall be floated with a steel float, edges and joints properly tooled, and then finished with a wood float or brush, transverse to the centerline to provide a non-slip surface.

Contraction joints on sidewalks shall be formed every five (5) feet, or match the spacing of the existing sidewalk. All joints shall be constructed at right angles to the centerline of the sidewalk.

The concrete shall be cured with white membrane curing compound, wet burlap, or by other methods approved by the Department of Building and Safety. Concrete shall not be placed on frozen ground. When the temperature is below forty (40) degrees Fahrenheit, or when freezing temperatures are forecast, concrete shall not be placed unless protection against freezing of the concrete is provided.

At all locations where the sidewalk intersects the street, barrier free ramps shall be constructed at curbs. *A handicap detectable warning device must be installed per ADA standards.*

The Contractor shall exercise care when removing existing concrete so as to not cause damage to adjoining sections.

The Contractor shall be responsible for barricading all construction areas.

The Contractor shall be responsible for traffic control as needed.

Steel reinforcement materials will not be required for work under this contract, unless directly specified by the City of Novi.

*The City requires concrete grade rings to be used for catch basin repairs, rather than brick & block. Prior authorization from an authorized City representative will be required in order to deviate from this requirement.*

*When doing catch basin repairs, the roadway repair must be made with similar material, i.e. on an asphalt road, the repair around the catch basin will be asphalt.*

#### **CLEANUP AND SITE RESTORATION**

The contractor shall be responsible for the removal and disposal of all materials, forms, and the restoration of all lawn areas and irrigation systems disturbed during construction activities. Lawn areas shall be consolidated to prevent settling, restored with black dirt, sod in areas where sod was removed, seed and mulch.

Once the project has been submitted for evaluation, the City's representative will inspect for completion. If the project is not accepted as complete by the City, then the contractor shall have five (5) business days to resolve and re-submit for evaluation. If the five (5) days period has expired, the City reserves the right to finish the project and deduct this expense from the contractor's invoice.

**TYPE OF WORK / ESTIMATED QUANTITIES**

This work is a maintenance contract and will require the successful bidder(s) to mobilize multiple times each year. The total amount of work to be performed under the terms of this contract is unknown. To assist the contractors in preparing their bids we have included estimated quantities below. The contractor will be paid only for work actually completed, and the City cannot guarantee any minimum amount of work.

<b>Pay Item</b>	<b>Pay Unit</b>	<b>Estimated Quantity</b>
Remove and replace, Concrete, 8 inch	Square Foot	7,500
Remove and replace, Concrete, 6 inch	Square Foot	3,000
Remove and replace, Concrete, 4 inch	Square Foot	2,500
Install, Concrete, 8 inch	Square Foot	Unknown
Install, Concrete, 6 inch	Square Foot	Unknown
Install, Concrete, 4 inch	Square Foot	Unknown
Concrete combination curb & gutter	Linear Foot	1,000
Catch basin, rebuild	Per Structure	25
Catch basin, rehabilitation (top 24")	Per Structure	50
Catch basin, tuck pointing (top 24")	Per Structure	Unknown
Steel Reinforcement Dowels, installed	Per Unit	Unknown
Wire mesh	Square Foot	Unknown
Fiber mesh	Square Foot	Unknown
Tree root removal & disposal	Square Foot	Unknown
ADA tile, provide and install	Each	Unknown
Single Lane non-freeway closure, if needed	Per Day	Unknown



### **FEE STRUCTURE**

- a. A completed Bid Form shall be submitted for consideration of future projects. Following receipt of all bids, the City will evaluate the bidder's qualifications & pricing. Two firms will be selected for further negotiation to develop a uniform price schedule. (Both firms agree to be paid the same unit price for pay items.)
- b. If the City and either/both of the selected firms are unable to agree upon a uniform price schedule, the City at its discretion may choose to discontinue negotiations and begin negotiations with the next qualified firm(s).

### **CONTRACTOR EXPERIENCE**

The Contractor must provide a list of municipal client project references.

### **SUBCONTRACTING OF WORK**

Work under this contract will not be sub-contracted without the authorization of the City of Novi.

### **STORAGE OF EQUIPMENT AND MATERIALS**

The Contractor will not store equipment or materials on City of Novi properties. Materials will not be deposited or stored on streets and sidewalk overnight. If materials are temporarily stored on streets during the day, the Contractor will provide necessary barricading to protect the public.

### **CONTRACTOR SELECTION**

The contract will be awarded to that responsible, responsive bidder(s) whose bid(s), conforming to this solicitation, will be most advantageous to the City of Novi. Qualifications, experience, references, comparable projects, price, previous experience with contractor, delivery, and other factors will be considered in the evaluation process and award of contract.

### **SAFETY REQUIREMENTS**

The Contractor shall be solely responsible for the entire work site and provide all necessary protections as required by laws or ordinances governing such conditions and as required by the Owner. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the owner arising from such damages.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, and shall fully comply with all state laws or regulations and Michigan State building code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of

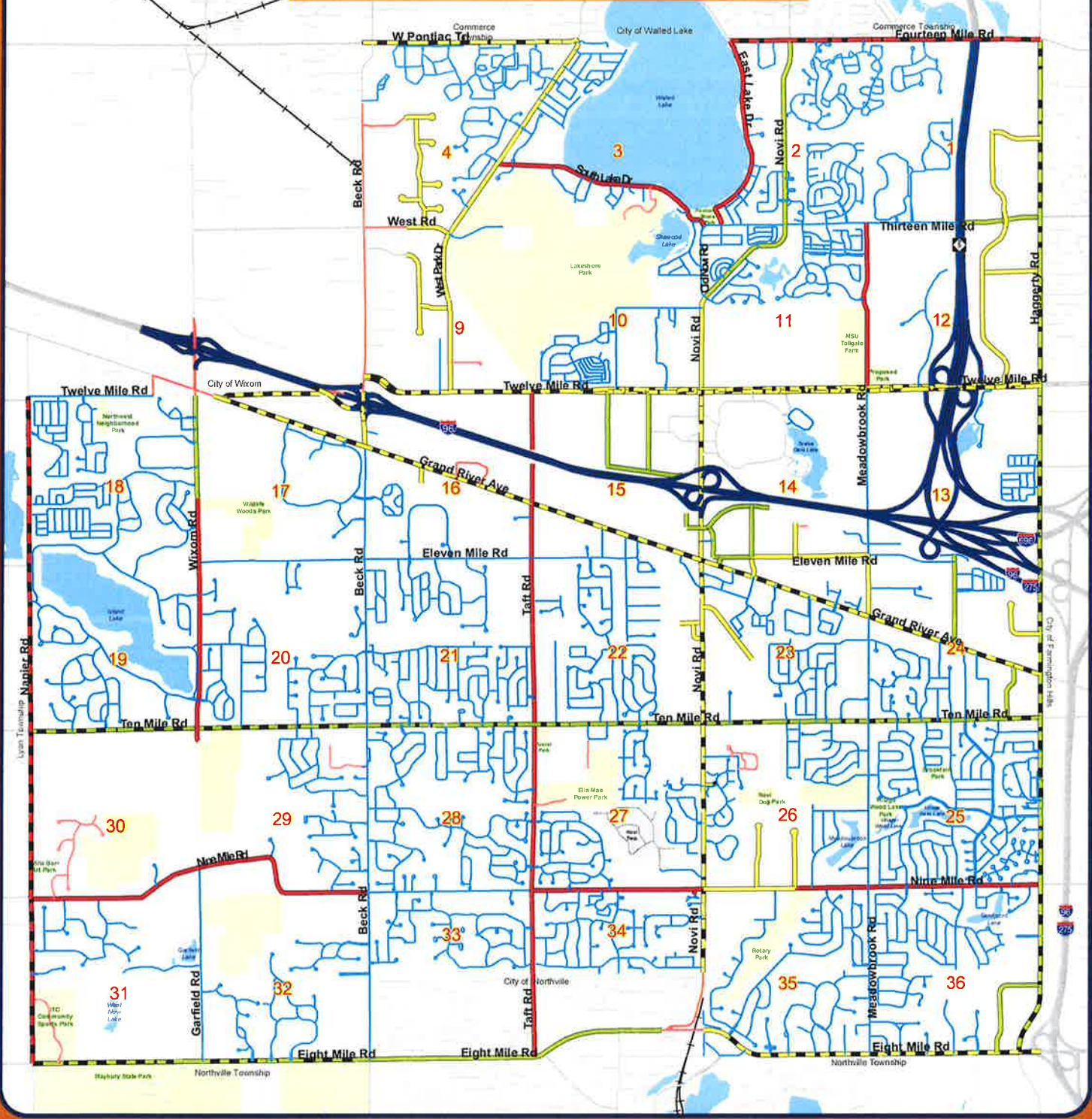
hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all necessary protective devices and signs throughout the progress of the work.

**ROAD WEIGHT RESTRICTIONS**

The City of Novi has several Restricted Commercial Vehicle Routes. These sections of roadway are closed to commercial thru traffic. You may drive on these sections of road only if you are providing the contracted service within that particular section. At no time will the contractor drive more than a one (1) mile distance on a restricted road. For a poster-sized map with additional details, contractors can check our Map Gallery: <http://cityofnovi.org/Community/PDFMaps/RoadwayWeightClassifications.pdf>

# Roadway Weight Classification

## City of Novi



Map Author: Jon Gartha  
Date: August 9, 2016  
Project: Roadway Weight Classifications  
Version #: 1.0

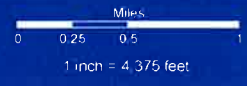
**MAP INTERPRETATION NOTICE**  
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent available sources available to the people of the City of Novi. Boundary measurements 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.

Weight Classification			
	City All-Season		County All-Season
	City A-Restricted		County A-Restricted
	City B-Restricted		County B-Restricted
	City B-Closed		State All-Season
	No City Restrictions		Not Available

Notes: 8 Mile Road from Haggerty Road to Novi Road is maintained by Wayne County.  
8 Mile Road from Beck Road to Napier Road is maintained by Oakland County.



**City of Novi**  
Information Technology Department  
Geographic Information Services  
45175 Ten Mile Rd  
Novi, MI 48375  
cityofnovi.org





**CITY OF NOVI  
INSURANCE REQUIREMENTS  
ATTACHMENT A**

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
  - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
  - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
  - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, contractor may agree to provide notice of such cancellation or reduction.
3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be PRIMARY COVERAGE rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.

5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

**ADDITIONAL REQUIREMENTS**

**HOLD HARMLESS/INDEMNITY**

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
  - A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
  - B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
  - C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.
2. The Contractor agrees that it is its responsibility and not the responsibility of the

City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.

3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

## **CONTRACT FOR AS-NEEDED CONCRETE REPAIRS**

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, 45175 Ten Mile, Novi, Michigan 48375 "City", and Rotondo Construction Corp., whose address is 20771 Randal St., Farmington Hills, MI 48336 , "Contractor."

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

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

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

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

Payment. The City agrees to pay the Contractor based on unit pricing included in Exhibit A, payment to be made after satisfactory completion of the work and within thirty (30) days of receiving a final bill or invoice for the work from the Contractor, accompanied by a sworn statement and full unconditional waivers of lien, confirming that all subcontractors and any material suppliers have been paid in full.

Changes. Any changes in the provisions of this Contract must be in writing and signed by the City and Contractor.

Liability. Contractor shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. Consistent with this liability, the Contractor agrees to defend, pay on behalf of, and hold harmless the City, its agents, and others working on its behalf against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the City by reason of personal injury and/or property damages which arises out of or is in any way connected or associated with this Contract.

Inspections, Notices and Remedies Regarding Work. During the performance of the work by Contractor, City shall have the right to inspect the work and its progress to assure that it complies with this Contract. If such inspections reveal a defect in the work performed or other default in this Contract, City shall provide Contractor with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Contractor shall correct the specified defects or defaults within the time specified. Upon a failure to do so, the City may terminate this Contract by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so a valid claim and charge against Contractor, or, preserve the claims of defects or defaults without termination by written notice to Contractor.

Demolition Disposal Requirements. The Contractor shall perform all work and dispose of all materials in compliance with all provisions of applicable federal, state, county and City environmental laws. This obligation includes lawful disposal of all material, with a condition of the City's payment obligation being Contractor delivering to City copies of written documents from the licensed landfill or disposal site, confirming the dates, quantities and types of demolition debris disposed of, the disposal costs and that those costs have been paid in full by Contractor.

Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because City is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

Governing Law. This Contract shall be governed by the laws of the State of Michigan.

Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the City.

Successors and Assigns. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

Notices. Written notices under this Contract shall be given to the parties at their addresses on page one by personal or registered mail delivery to the attention of the following persons:

City: Peter E. Auger, City Manager and Cortney Hanson, City Clerk

Contractor: Joseph Rotondo, President

Contract Term. The Contract Term shall be as set forth in the attached Exhibit A.

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



termination or cancelation shall be clearly stated in the written notice. In the event of termination Contractor shall be paid as compensation in full for services performed to that date an amount calculated for that particular project. Such amount shall be paid by the City upon Contractor delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been prepared and/or accumulated by Contractor in performing the services up to the date of termination.

Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

WITNESS AND DATES  
OF SIGNATURES:

CITY OF NOVI

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

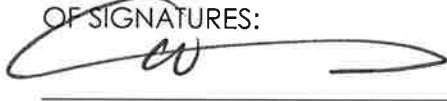
\_\_\_\_\_  
By: Robert J. Gatt  
Its: Mayor

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

\_\_\_\_\_  
By: Cortney Hanson  
Its: Clerk

WITNESSES AND DATES  
OF SIGNATURES:

ROTONDO CONSTRUCTION CORP

  
\_\_\_\_\_  
Date: JULY 17 2019

  
\_\_\_\_\_  
By: Joseph Rotondo  
Its: Presidenteent

**City of Novi**  
**As-Needed Concrete Repairs**

Pay Item	Pay Unit	Estimated Quantities	Agreed Pricing
Remove and replace, Concrete 8 inch	Sq. Ft.	7500	\$ 11.00
Remove and replace, Concrete, 6 inch	Sq. Ft.	3000	\$ 8.50
Remove and replace, Concrete, 4 inch	Sq. Ft.	2500	\$ 7.50
Install, Concrete, 8 inch	Sq. Ft.	unknown	\$ 9.50
Install, Concrete, 6 inch	Sq. Ft.	unknown	\$ 7.50
Install, Concrete, 4 inch	Sq. Ft.	unknown	\$ 6.25
Concrete combination curb & gutter	LF	1000	\$ 65.00
Catch basin, rebuild	Per Structure	25	\$ 1,837.50
Catch basin, rehabilitation (top 24")	Per Structure	50	\$ 737.50
Catch basin, tuck pointing (top 24 ")	Per Structure	unknown	\$ 562.50
Steel Reinforcement Dowels, installed	Per Unit	unknown	\$ 7.25
Wire Mesh	Sq. Ft.	unknown	\$ 0.80
Fiber mesh	Sq. Ft.	unknown	\$ 0.38
Tree root removal & disposal	Sq. Ft.	unknown	\$ 14.48
ADA file, provide & install	Each	unknown	\$ 370.00
Single lane non-freeway closure, if needed	Per Day	unknown	\$ 1,000.00

  
Signature

JOSEPH ROTONDU  
Printed Name

JULY 17 2019  
Date



CITY OF NOVI  
CONTRACTOR QUALIFICATIONS QUESTIONNAIRE  
AS-NEEDED CONCRETE REPAIR CONTRACT (RE-BID)

Failure to answer all questions could result in rejection of your proposal.

Name of Firm Rotondo Construction Inc.  
Address: 20771 Randall St.  
City, State Zip Farmington Hills, MI 48336  
Telephone 248-474-0707 Fax 248-474-9305  
Cell 248-763-0420  
Agent's Name (please print) Joseph Rotondo  
Agent's Title President  
Email Address: rotondocompanies@aol.com  
Website rotondo-construction-corporation.com

1. Organizational structure: Corporation, Partnership, etc. Corporation
2. Firm established: 1994 Years in business: 25
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?  
No  Yes \_\_\_\_\_ Reason: \_\_\_\_\_
4. Under what other or former names has your organization operated?  
N/A
5. How many full-time employees? 25 Part-time? \_\_\_\_\_
6. Are you able to provide insurance coverage as required by this bid? yes
7. List the scope of services (type of work) you are able to perform.  
Remove & Replace Concrete, Adjust Catch Structures.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Provide a list of employees and all other professional staff to be assigned to this contract. Include name, title, license number, years' of experience, full/part time, on-call availability, qualifications, and experience.

Joseph Rotondo President 39 yrs, Joseph Morelli Const. Forman 45 yrs

Roque Zamora Const Forman 41 yrs, Samuel Cruz Const. Forman 7 yrs

Arnulfo Garcia Const Forman 23 yrs, Marc Rotondo Supervisor 8 yrs.

Alice Rotondo Office Manager 26 yrs.

18 Labors & Finishers

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

Cat 2015 Telehandler, Target Pro 65 Concrete Saw, Cat 416 Rubber Tire Loader

Backhoe, Arrow Concrete Hammer, 5 Tandem Axle Dump Trucks, Semi with Dump

Trailer, Compressor Ingersol Rand 150, Form Trucks & Tool Trucks, Drill Hammer, Skid Steers

10. Provide a list of all open contracts your company currently holds. Include contact name, organization, type, size, required date of completion, percentage of completion, value of contract.

Canton Twp -Sidewalk Repair Program 75 % complete \$475,000.00, August 30, 2019

City of Livonia Concrete Sidewalk Repair Waterbreak Locations, 10% 438,069.00 Nov 1, 2019

City of Livonia Sidewalk Repair Program 2019, 10% 551,299.91, Nov 1, 2019

11. **References:** Provide at least three (3) references for projects that are comparable in scope to this bid. Several references from municipalities would be desirable.

Company Township of Canton

Address 1150 Canton Center S, Canton, MI 48188

Phone 734-466-2561 Contact name Erika Hidalgo

Company City of Livonia

Address 33000 Civic Center Dr, Livonia MI 48154

Phone 734-466-2561 Contact name Todd Zilincik

Company City of Plymouth

Address 201 S. Main St, Plymouth MI 48170

Phone 734-453-7737 Contact name Mike Brindley

12. Claims and Suits: Does your firm have any litigation pending or outstanding against your organization or its officers? If yes, please provide details.

No  Yes

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13. Provide any additional information you would like to include which may not be included within this Questionnaire. You may attach additional sheets.

**THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:**

Signature of Authorized Company Representative: Joseph Rotondo

Representative's Name (please print) Joseph Rotondo

Date 07/09/2019



**NOTICE - CITY OF NOVI**

**INVITATION TO BID**

**AS-NEEDED CONCRETE REPAIR CONTRACT (RE-BID)**

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

**IMPORTANT DATES**

Bid Issue Date	June 18, 2019
<b>Voluntary Pre-Bid Meeting</b>	<b>Tuesday, June 25, 2019 at 10:00 am</b> Novi Civic Center 45175 Ten Mile Rd Novi, MI 48375
Last Date for Questions	Thursday, June 27, 2019 by 12:00 pm Please submit all questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
<b>Response Due Date</b>	<b>Tuesday, July 9, 2019 by 2:00 pm</b> Uploaded to the MITN website at <a href="http://www.mitn.info">www.mitn.info</a> .

**DESCRIPTION:**

This is a contract for as-needed concrete repairs within the City limits that may include panels, sidewalks, driveways, catch basin, curbs, etc. It is our intent to make an award to two contractors.

**NOTICE TO BIDDERS**

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



**CITY OF NOVI**  
**AS-NEEDED CONCRETE REPAIR CONTRACT (RE-BID)**  
**INSTRUCTIONS**

**QUESTIONS**

Please email all questions to the staff member listed above. Please write the name of the bid in the subject line. If you write anything else in the subject line, your email may be deleted as spam. Vendors/contractors are specifically directed not to contact any other City staff. Unauthorized contact of any City department employee may result in rejection of submittal.

**VOLUNTARY PRE-BID MEETING**

A voluntary pre-bid meeting may be held. If so, the date, time, and location will be indicated on the cover of this ITB. The meeting will begin promptly at the time listed above. If the meeting generates any questions & answers, we will post them as an addendum on the MITN website.

**TYPE OF CONTRACT**

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

**CHANGES TO THE BID/ADDENDA**

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

Such interpretation or correction, as well as any additional Bid provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at [www.mitn.info](http://www.mitn.info). Any addendum issued by the City shall become part of the ITB and subsequent contract and shall be taken into account by each bidder in preparing its bid. Only written addenda 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.

**BID SUBMITTALS**

Proposals must be uploaded to the MITN ([www.mitn.info](http://www.mitn.info)) website by the due date and time. Allow sufficient time to go through the uploading process. The MITN system will not allow for late submittals. This responsibility rests entirely with the bidder respondent, regardless of delays resulting from the uploading process.

Submit as a single file, in DOC, DOCX, PDF, or JPG format with a size limitation of 20MB. If the file size exceeds 20 MB, please upload in 20 MB increments. PDF is preferred.

Due to security risks associated with some file formats, the following file types are not able to be opened by the City: DOCM, DOT, XLS, XLSM, XLSB, XLT, PPT, PPTM, TIF, or RTF. All of these formats can contain malicious code. The City will not accept ZIP files. Alternatively, you could convert these files to PDF.

**For assistance on how to upload, contact MITN directly at (800) 835-4603.**

As this ITB is being made available by electronic means, the proposer accepts full responsibility to ensure that no changes are made to the ITB documents. In the event of conflict between a version of the ITB submitted by proposer, the version maintained by the City of Novi Purchasing Department shall govern.

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.

#### **SUBMISSION OF BID**

To be considered, bids must be submitted as specified in the Notice page, on or before the specified time and date. There will be no exceptions to this requirement. Faxed, emailed, or telephone bids are not acceptable.

Bids must be signed by an Authorized Representative of the submitting company on the enclosed form when one is provided. Bids must show unit and total prices when requested. In case of mistakes in price extension, unit pricing shall govern. *ANY CHANGES MADE ON THE BID FORM 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.

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

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

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

#### **RESPONSIVE BIDS**

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unit prices shall be



submitted if space is provided on bid form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is not provided. Any exceptions to the specifications must be noted on the bid form.

### **EXCEPTIONS**

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

### **CONTRACT AWARD**

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

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.

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

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

### **VENDOR DISQUALIFICATION**

The City maintains the right to disqualify vendors under the following conditions:

1. In addition to any other remedies authorized by law, a vendor may be disqualified from bidding on any City contracts for up to three (3) years if it has been determined that the vendor, after award of the contract:
  - (a) Failed to provide the service or supplies required;
  - (b) Provided the service or supplies in an untimely manner causing delays and

interference;

- (c) Lacked financial resources and the ability to satisfactorily perform the contract or provide the services or supplies;
  - (d) Exhibited poor quality of performance in delivering the service;
  - (e) Delivered poor quality of goods;
  - (f) Failed to comply with laws and ordinances relating to the contract performance;
  - (g) Defaulted on its quotations;
  - (h) Such other action what leads the City to believe that the contractor's duties will not comport or comply with the bid requirements.
2. Vendors who are listed on the Excluded Parties List System at [www.sam.gov](http://www.sam.gov)

## GENERAL CONDITIONS

### **INSURANCE**

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful bidder prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A is to be provided to the City and remain in force during the entire contract period.

### **SAFETY REQUIREMENTS**

The Contractor shall be solely responsible for the entire work site and provide all necessary protections as required by laws or ordinances governing such conditions and as required by the Owner. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the owner arising from such damages.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, and shall fully comply with all state laws or regulations and Michigan State building code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all necessary protective devices and signs throughout the progress of the work.

### **CONTRACT RENEWAL**

No contract shall be automatically renewed at the end of any contract term.

### **NO EXCLUSIVE CONTRACT**

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option. The Contractor will not be reimbursed for any anticipatory profits should the City exercise this option.

### **NOTICE TO BIDDERS**

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### **TAX EXEMPT STATUS**

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such

taxes in the bid prices. The City will furnish the successful bidder with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

The following exception shall apply to installation projects: When sales tax is charged to the successful bidder for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

**FREIGHT CHARGES/SHIPPING/HANDLING**

All bid/proposal pricing is to be F.O.B. destination.

**DOWN PAYMENTS OR PREPAYMENTS**

Any bid submitted which requires a down payment or prepayment prior to delivery and full acceptance, as being in conformance with specifications, will not be considered for award. No payments will be made until work is performed/goods are received to the satisfaction of the authorized City representative.

**INVOICING**

Invoices may be mailed to: City of Novi, Attn: Finance Department, 45175 Ten Mile Road, Novi, MI 48375, OR emailed to: [invoices@cityofnovi.org](mailto:invoices@cityofnovi.org). *This email is to be used for invoices and statements only and not for any other type of communication or sales. We are unable to respond to any inquiries from this email.*

**CONTRACT TERMINATION**

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

**TRANSFER OF CONTRACT/SUBCONTRACTING**

The successful bidder will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

**NON-DISCRIMINATION**

In the hiring of employees for the performance of work described in this ITB and subsequent contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

**ACCEPTANCE OF BID CONTENT**

Should a contract ensue, the contents of the bid of the successful Bidder may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

**DISCLOSURE**

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this ITB is available without redaction to any individual or organization upon request.

**ECONOMY OF PREPARATION**

Bids should be prepared simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

The City of Novi is not liable for any costs incurred by bidders prior to issuance of a contract.

**INDEPENDENT PRICE DETERMINATION**

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

- (a) The prices in the bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any other Competitor; and
- (b) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

Each person signing the bid certifies that:

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



CITY OF NOVI  
AS-NEEDED CONCRETE REPAIR CONTRACT (RE-BID)  
SPECIFICATIONS

**OVERVIEW**

The City of Novi is soliciting bids from qualified contractors for as-needed miscellaneous concrete repairs at sites located throughout the City of Novi. These services will be awarded to more than one contractor and may be used on a rotating basis at the discretion of the City of Novi. The amount budgeted for fiscal year 2019-20, starting July 1, 2019, is approximately \$250,000. Contractor should understand that this budget may increase, decrease, or be eliminated in future fiscal years.

**DESCRIPTION OF WORK**

This work shall include all labor, materials and equipment required for performing as-needed concrete repairs at locations indicated by the City of Novi. Any utilities encountered or damaged will be considered incidental to the work and additional compensation will not be allowed. The contractors will be responsible for calling MISS DIG before the work is done. All repair work shall be completed within thirty (30) working days of receipt of the work order.

**MATERIALS**

The materials shall meet the requirements specified in the Michigan Department of Transportation (MDOT) **Standard Specifications for Construction (2012), Section 601 Portland Cement Concrete Pavement Mixtures**. The concrete mixture shall conform to the MDOT requirements listed for Grade P1 Concrete as described in Table 601-2 of the specifications. Must be a state certified mix.

Class of Coarse Aggregate:	6A
Class of Fine Aggregate	2NS
Cement content:	526 lbs. per cubic yard 5.6 Sacks (94 lb.) per cubic yard

**CONSTRUCTION**

All work shall conform to **MDOT Standard Specifications for Construction (2012), Section 603 Concrete Pavement Restoration**.

All unstable subgrade material shall be removed and replaced with Class II granular material per MDOT specification.

Forms shall be clean and straight, composed of wood or metal. The forms shall be staked to line and grade in a manner that will prevent deflection or settlement. Forms shall be oiled before placing concrete.

The base shall be thoroughly wetted and the concrete deposited thereon to the proper depth. Concrete shall be spaded along the forms, compressed and struck-off flush with the top of the forms. The surface shall be floated with a steel float, edges and joints properly tooled, and then finished with a wood float or brush, transverse to the centerline to provide a non-slip surface.

Contraction joints on sidewalks shall be formed every five (5) feet, or match the spacing of the existing sidewalk. All joints shall be constructed at right angles to the centerline of the sidewalk.

The concrete shall be cured with white membrane curing compound, wet burlap, or by other methods approved by the Department of Building and Safety. Concrete shall not be placed on frozen ground. When the temperature is below forty (40) degrees Fahrenheit, or when freezing temperatures are forecast, concrete shall not be placed unless protection against freezing of the concrete is provided.

At all locations where the sidewalk intersects the street, barrier free ramps shall be constructed at curbs. *A handicap detectable warning device must be installed per ADA standards.*

The Contractor shall exercise care when removing existing concrete so as to not cause damage to adjoining sections.

The Contractor shall be responsible for barricading all construction areas.

The Contractor shall be responsible for traffic control as needed.

Steel reinforcement materials will not be required for work under this contract, unless directly specified by the City of Novi.

*The City requires concrete grade rings to be used for catch basin repairs, rather than brick & block. Prior authorization from an authorized City representative will be required in order to deviate from this requirement.*

*When doing catch basin repairs, the roadway repair must be made with similar material, i.e. on an asphalt road, the repair around the catch basin will be asphalt.*

### **CLEANUP AND SITE RESTORATION**

The contractor shall be responsible for the removal and disposal of all materials, forms, and the restoration of all lawn areas and irrigation systems disturbed during construction activities. Lawn areas shall be consolidated to prevent settling, restored with black dirt, sod in areas where sod was removed, seed and mulch.

Once the project has been submitted for evaluation, the City's representative will inspect for completion. If the project is not accepted as complete by the City, then the contractor shall have five (5) business days to resolve and re-submit for evaluation. If the five (5) days period has expired, the City reserves the right to finish the project and deduct this expense from the contractor's invoice.

**TYPE OF WORK / ESTIMATED QUANTITIES**

This work is a maintenance contract and will require the successful bidder(s) to mobilize multiple times each year. The total amount of work to be performed under the terms of this contract is unknown. To assist the contractors in preparing their bids we have included estimated quantities below. The contractor will be paid only for work actually completed, and the City cannot guarantee any minimum amount of work.

<b>Pay Item</b>	<b>Pay Unit</b>	<b>Estimated Quantity</b>
Remove and replace, Concrete, 8 inch	Square Foot	7,500
Remove and replace, Concrete, 6 inch	Square Foot	3,000
Remove and replace, Concrete, 4 inch	Square Foot	2,500
Install, Concrete, 8 inch	Square Foot	Unknown
Install, Concrete, 6 inch	Square Foot	Unknown
Install, Concrete, 4 inch	Square Foot	Unknown
Concrete combination curb & gutter	Linear Foot	1,000
Catch basin, rebuild	Per Structure	25
Catch basin, rehabilitation (top 24")	Per Structure	50
Catch basin, tuck pointing (top 24")	Per Structure	Unknown
Steel Reinforcement Dowels, installed	Per Unit	Unknown
Wire mesh	Square Foot	Unknown
Fiber mesh	Square Foot	Unknown
Tree root removal & disposal	Square Foot	Unknown
ADA tile, provide and install	Each	Unknown
Single Lane non-freeway closure, if needed	Per Day	Unknown



### **FEE STRUCTURE**

- a. A completed Bid Form shall be submitted for consideration of future projects. Following receipt of all bids, the City will evaluate the bidder's qualifications & pricing. Two firms will be selected for further negotiation to develop a uniform price schedule. (Both firms agree to be paid the same unit price for pay items.)
- b. If the City and either/both of the selected firms are unable to agree upon a uniform price schedule, the City at its discretion may choose to discontinue negotiations and begin negotiations with the next qualified firm(s).

### **CONTRACTOR EXPERIENCE**

The Contractor must provide a list of municipal client project references.

### **SUBCONTRACTING OF WORK**

Work under this contract will not be sub-contracted without the authorization of the City of Novi.

### **STORAGE OF EQUIPMENT AND MATERIALS**

The Contractor will not store equipment or materials on City of Novi properties. Materials will not be deposited or stored on streets and sidewalk overnight. If materials are temporarily stored on streets during the day, the Contractor will provide necessary barricading to protect the public.

### **CONTRACTOR SELECTION**

The contract will be awarded to that responsible, responsive bidder(s) whose bid(s), conforming to this solicitation, will be most advantageous to the City of Novi. Qualifications, experience, references, comparable projects, price, previous experience with contractor, delivery, and other factors will be considered in the evaluation process and award of contract.

### **SAFETY REQUIREMENTS**

The Contractor shall be solely responsible for the entire work site and provide all necessary protections as required by laws or ordinances governing such conditions and as required by the Owner. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the owner arising from such damages.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, and shall fully comply with all state laws or regulations and Michigan State building code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of

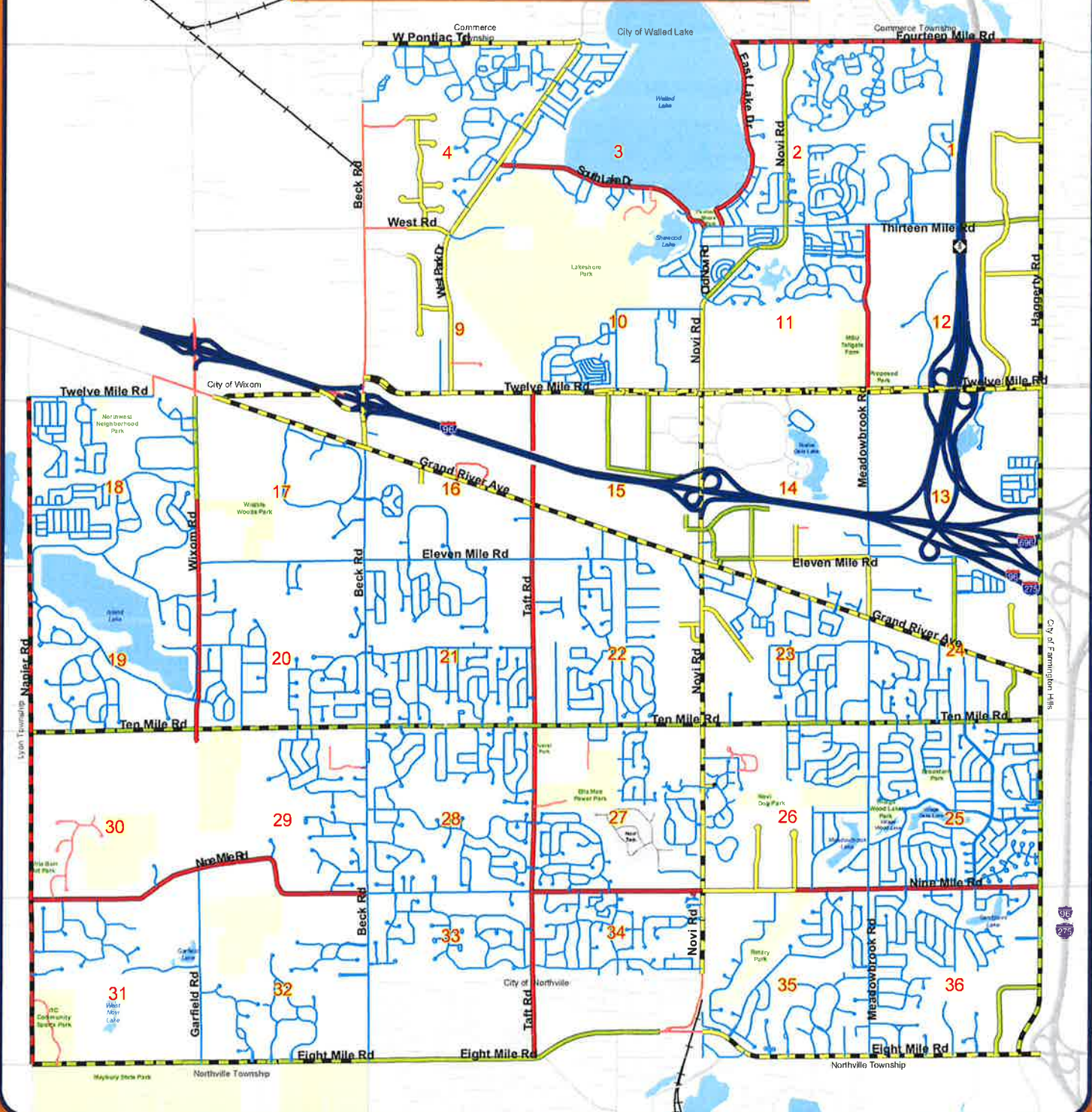
hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all necessary protective devices and signs throughout the progress of the work.

**ROAD WEIGHT RESTRICTIONS**

The City of Novi has several Restricted Commercial Vehicle Routes. These sections of roadway are closed to commercial thru traffic. You may drive on these sections of road only if you are providing the contracted service within that particular section. At no time will the contractor drive more than a one (1) mile distance on a restricted road. For a poster-sized map with additional details, contractors can check our Map Gallery: <http://cityofnovi.org/Community/PDFMaps/RoadwayWeightClassifications.pdf>

# Roadway Weight Classification

## City of Novi



Map Author: Jon Gartha  
Date: August 9, 2016  
Project: Roadway Weight Classifications  
Version #: 1.0

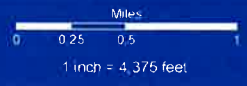
**MAP INTERPRETATION NOTICE**  
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements 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.

Weight Classification	
	City All-Season
	City A-Restricted
	City B-Restricted
	City B-Closed
	No City Restrictions
	County All-Season
	County A-Restricted
	County B-Restricted
	State All-Season
	Not Available

Notes: 8 Mile Road from Haggerty Road to Novi Road is maintained by Wayne County.  
8 Mile Road from Beck Road to Napier Road is maintained by Oakland County.



**City of Novi**  
Information Technology Department  
Geographic Information Services  
45175 Ten Mile Rd  
Novi, MI 48375  
cityofnovi.org





**CITY OF NOVI  
INSURANCE REQUIREMENTS  
ATTACHMENT A**

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
  - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
  - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
  - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, contractor may agree to provide notice of such cancellation or reduction.
3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be PRIMARY COVERAGE rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.

5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

#### **ADDITIONAL REQUIREMENTS**

#### **HOLD HARMLESS/INDEMNITY**

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
  - A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
  - B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
  - C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.
2. The Contractor agrees that it is its responsibility and not the responsibility of the

City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.

3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.