



CITY OF NOVI CITY COUNCIL
SEPTEMBER 12, 2022

SUBJECT: Consideration of approval to award a unit price contract to Ellsworth Industries, Inc., the low bidder, for as-needed aggregate materials, in the estimated annual amount of \$ 255,755. The contract term is for one year with two one-year renewal options.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division

BACKGROUND INFORMATION:

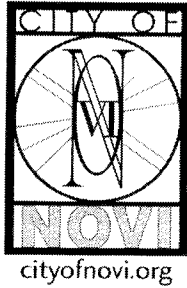
Aggregate materials (i.e., gravel, stone, sand) are used in a variety of roadway, storm drain, water, and sewer maintenance work. These activities include backfilling open trenches after making repairs to underground utilities, adding stone to unpaved roadways, performing shoulder maintenance, shoring up storm drain inlets, and creating traction as part of winter maintenance operations.

Two bids were received and opened on August 9, 2022, following a public bid solicitation period (Bid tab included in the packet). Ellsworth Industries was the low bidder, and is recommended as being in the best interest of the City as they bid the lowest unit prices on a majority of the materials, proposed lower minimum order quantities, and proposed no annual rate increases. Ellsworth Industries has satisfactorily provided materials previously for the City. Upon mutual consent of the City and the supplier, prices, terms, and conditions, will remain firm for up to two one-year renewals.

RECOMMENDED ACTION: Approval to award a unit price contract to Ellsworth Industries, Inc., the low bidder, for as-needed aggregate materials, in the estimated annual amount of \$ 255,755. The contract term is for one year with two one-year renewal options.

**CITY OF NOVI
AGGREGATE MATERIALS BID TABULATION
August 9, 2022 2:00 p.m.**

	Description	Ellsworth Industries (price per ton, delivered)	AMS Grounds
1.	Natural Sand 2NS	\$17.75	\$20.64
2.	Fill Sand (Bank Run)	\$10.50	\$12.56
3.	21A Limestone	\$20.75	\$22.70
4.	21AA Limestone	\$20.75	\$22.70
5.	22A Natural	\$18.00	\$23.80
6.	23A Natural	\$18.00	\$16.23
7.	34R Pea Stone	\$25.90	\$27.19
8.	4G Limestone	\$24.75	\$22.70
9.	6A Natural	\$25.90	\$27.46
10.	6A Limestone (3/4")	\$27.85	\$26.00
11.	4A Limestone	\$29.90	no bid
12.	1" X 3" Limestone	\$24.75	\$23.80
13.	2" x 4" Landscape/Float Stone	\$94.00	\$95.30
14.	4" – 8" Rip Rap	\$32.65	\$30.40
15.	3 X 1 Blast Furnace Slag	no bid	\$31.89
16.	Chloride-treated Sand	\$56.25	no bid
17.	22X Steel Furnace Slag	no bid	no bid
Hours of Operation		6am-6pm	24 hrs/7 days a week
Minimum Order Quantity		25 Tons	50 Tons
Materials Delivered Within		24 hours	24 hours
Deviations/Exceptions		n/a	Rates may increase (on material only) by a maximum of 8% per year if supplier aggregate prices increase



CITY OF NOVI
AGGREGATE MATERIALS
BID NOTICE

IMPORTANT DATES

Bid Issue Date	July 21, 2022
Last Date for Questions	Monday, August 1, 2022, by 12:00 p.m. EDT Please submit all questions via email to: Tracey Marzonie, Purchasing Department tmarzonie@cityofnovi.org
Response Due Date	Tuesday, August 9, 2022 by 2:00 p.m. Uploaded to www.mitn.info

DESCRIPTION:

The City of Novi is soliciting bids for aggregate materials to be ordered on an as-needed basis.

This solicitation, along with all attachments, may be downloaded from the Michigan Intergovernmental Trade Network (MITN) website at www.mitn.info. Any and all addenda issue by the City of Novi must be viewed or downloaded from the above listed site. Award results will also be posted on the website.

INSTRUCTIONS TO BIDDERS

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.*

CHANGES TO THE BID/ADDENDUM

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

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

BID SUBMITTALS

Proposals must be uploaded to the MITN (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 Invitation to Bid (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 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.

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

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

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

CONSIDERATION OF BIDS

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

CONTRACT AWARD

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

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

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.

EXCEPTIONS

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

GENERAL CONDITIONS

INSURANCE

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

TAX EXEMPTION

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

INVOICING

Invoices must be mailed to City of Novi, Attn: Department of Public Works, 26300 Lee BeGole Dr., Novi, MI 48375. Attn: Matt Wiktorowski

CONTRACT TERMINATION

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

TRANSFER OF CONTRACT/SUBCONTRACTING

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

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.

NON-DISCRIMINATION

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

ACCEPTANCE OF BID CONTENT

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

DISCLOSURE

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

ECONOMY OF PREPARATION

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

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

INDEPENDENT PRICE DETERMINATION

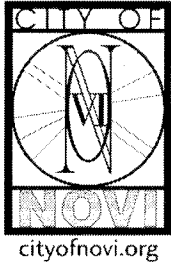
By submission of a proposal, the bidder certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

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

Each person signing the proposal certifies that:

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

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



CITY OF NOVI
AGGREGATE MATERIALS
SPECIFICATIONS

1. Overview

The City of Novi is soliciting bids for aggregate materials on an as-needed basis.

2. General

With the exception of commercial materials, all materials shall comply with the 2020 Standard Specifications for Construction, Michigan Department of Transportation.

3. Term 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 and the successful bidder, the contract may be renewed twice at the same prices, terms, and conditions of the original contract.

4. Materials.

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

5. Terms

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

6. Deviations

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

7. Estimated Quantities (potential)

While the specified quantities are potential estimates of the City's projected use for one (1) year, they are subject to variation and are given solely for the purpose of comparing bids. *There is no guarantee that the City will purchase the amounts represented on the bid form.* Quantities to be ordered will be based on the amount needed at the time orders are placed.

8. Order Placement and Delivery

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

Delivery Location: Department of Public Works
26300 Lee BeGole Dr.
Novi, MI 48375

Or, to another location within the City limits as directed by the DPW Director or his authorized representative.

Delivery Hours: Monday – Friday, 7:30 a.m. to 3:30 p.m.

Special delivery hours may be arranged by consent of both parties.

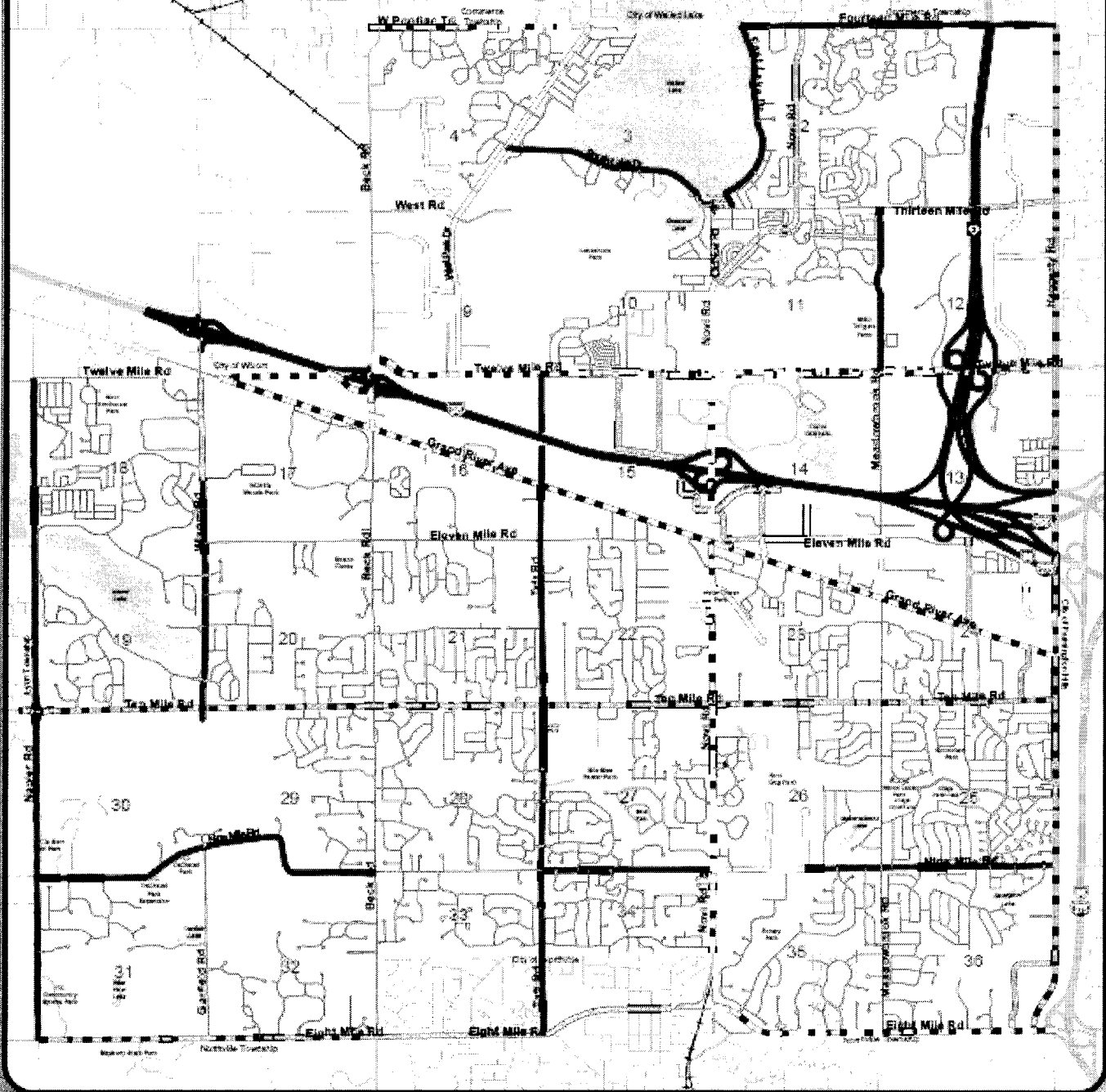
9. Road Weight Restrictions

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 Garthe
 Date: January 24, 2020
 Project: Roadway Weight Classifications
 Version: 1.0

DISCLAIMER
 This information is provided as a reference only and is not intended to be used as a legal document. The City of Novi is not responsible for any errors or omissions in this information. The City of Novi is not responsible for any damages or losses resulting from the use of this information. The City of Novi is not responsible for any actions taken based on this information. The City of Novi is not responsible for any actions taken based on this information.

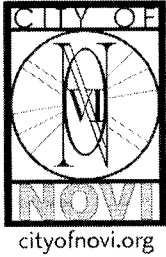
Weight Classification			
	City All-Season		County All-Season
	City A-Restricted		County A-Restricted
	City B-Restricted		County B-Restricted
	City B-Closed		State All-Season
	No City Restrictions		Not Available



City of Novi
 Integrated Solutions Team
 Geospatial Resources Division
 45275 Ten Mile Rd.
 Novi, MI 48275
cityofnovi.org

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.





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 affected 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 AGGREGATE MATERIALS

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and _____, whose address is _____(hereinafter referred to as "Contractor").

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

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

Article II. Timing of Performance.

Performance of this Contract shall commence as of the date of the last signature and continue for two (2) years. Upon mutual consent of the Client and the Contractor, the contract may be renewed one (1) additional year at the same prices, terms, and conditions of the original contract.

Article III. Contract Price and Payment.

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

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

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

Article IV: Termination.

A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days' notice in writing of such termination.

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

B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

Article V: Independent Contractor/Vendor Relationship.

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

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

B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in

accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

- A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.

- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A.

Article VII: Information.

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

Article VIII: General Provisions.

- A. *Entire Agreement.* This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the

SAMPLE AGREEMENT

parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

- B. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client (and by extension for the Township should the work be accepted and implemented by the Township) and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.
- F. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:
- Client: City Manager Peter E. Auger and City Clerk Cortney Hanson
Contractor:
- G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.
- H. 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.
- I. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.
- J. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.
- K. Anti-Discrimination. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex,

SAMPLE AGREEMENT

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.

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

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Robert J. Gatt
Its: Mayor

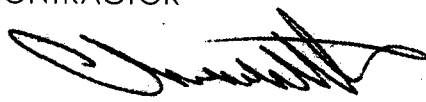
Date: _____

By: Cortney Hanson
Its: Clerk

WITNESS AND DATES
OF SIGNATURES:

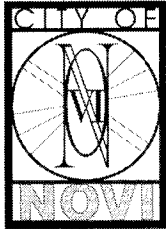
CONTRACTOR

Date: 7/27/2022



By: Chad Monteith
Its: president

1275476.3



cityofnovi.org

**CITY OF NOVI
BID FORM**

AGGREGATE MATERIALS

We, the undersigned as bidder, propose to furnish to the City of Novi, according to the specifications, terms, conditions and instructions attached hereto and made a part thereof. All prices are fixed and firm at the amounts listed below for the entire contract period upon award of the contract by City Council.

ITEM	MATERIAL	Estimated TONS ANNUALLY	UNIT PRICE/TON (DELIVERED)
1	Natural Sand 2NS	300	\$ 17.75
2	Fill Sand (Bank Run)	300	\$ 10.50
3	21A Limestone	500	\$ 20.75
4	21AA Limestone	1,500	\$ 20.75
5	22A Natural	1,800	\$ 18.00
6	23A Natural	400	\$ 18.00
7	34R Pea Stone	200	\$ 25.90
8	4G Limestone	200	\$ 24.75
9	6A Natural	1,500	\$ 25.90
10	6A Limestone(3/4")	100	\$ 27.85
11	4A Limestone	1,000	\$ 29.90
12	1" X 3" Limestone	400	\$ 24.75
13	2" x 4" Landscape/Float Stone	400	\$ 94.00
14	4" - 8" Rip Rap	100	\$ 32.65
15	3 X 1 Blast Furnace Slag	100	—
16	Chloride-treated Sand	600	\$ 56.25
17	22x Steel Furnace Slag	300	—

ORDERING PROCEDURES:

Contact person Chad Monteith or Ashley Pudas
 Telephone number 313 218 4790 734 260 0360

Hours of operation 6AM - 6pm

Minimum order quantity 25 tons

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

DEVIATIONS/EXCEPTIONS:

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

COMMENTS:

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

Company City of Westland

Address 36300 Warren Rd Westland, MI 48185

Phone 734 728 1770 Contact name Kimberly Heinzelman

Company City of Southfield

Address 25501 Clara Ln Southfield, MI 48034

Phone 248-796-4852 Contact name Cindy Fricke

Company City of Farmington Hills

Address 27245 Halsted Farmington Hills, MI 48331

Phone 248-871-2854 Contact name Vianney Wilson

We acknowledge receipt of the following Addenda: NONE
(please indicate numbers)

NON-IRAN LINKED BUSINESS

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

This bid is submitted by:

Company (Legal Registration) Ellsworth Industries, Inc.

Address 41960 Ann Arbor Rd

City Plymouth State MI Zip 48170

Telephone 734 260 0360 Fax 248-465-9936

Representative's Name (please print) Chad Monteith

Representative's Title President

Representative's Signature 

E-mail ELLSINC@COMCAST.NET

Date 7/27/2022