



CITY OF NOVI CITY COUNCIL
FEBRUARY 28, 2022

SUBJECT: Consideration of approval to award a unit price contract to Spray-Patch Road Repair, Inc., the low bidder, for the Spray Patch Road Repair Program in the estimated annual amount of \$236,900. The contract term is one year with two one-year extensions.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division

EXPENDITURE REQUIRED	\$ 140,300 Major Street Fund \$ <u>96,600</u> Local Street Fund \$ 236,900 Estimated Total
AMOUNT BUDGETED	\$ 175,000 Major Street Fund (FY 2022-23 Budget) \$ <u>100,000</u> Local Street Fund (FY 2022-23 Budget) \$ 260,105 Total
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	202-202.00-866.020 Major Street Fund 203-203.00-866.020 Local Street Fund

BACKGROUND INFORMATION:

One of the primary goals of the Department of Public Works' asset management program is the preservation of the City's roadways to prevent costly reconstruction. Preventative and routine maintenance, including crack sealing, road patching, curb repairs, and shoulder grading, must be regularly performed to help keep relatively good roads in operating condition. This program consists of patching potholes, deteriorated concrete joints, and roadway depressions with spray patch (stone and emulsion mixture), to limit water infiltration that can lead to premature structural failures.

Novi's preventative maintenance program, in conjunction with the other road improvement programs, is intended to result in an overall improvement in the quality of the City's roadways and maintain the overall PASER rating for the roadway network. Patching open joints will help maintain the City's local roadways, limiting further deterioration of existing pavement defects and extend the service life of the pavement.

Two bids were received and opened on January 26, 2022, following a public bid solicitation period. The lowest bidder is Spray-Patch Road Repair, Inc. Spray Patch's bid is recommended as being in the best interest of the City as it is responsive (i.e., Spray-Patch Road Repair has complied with all requirements of the bidding instructions) and is the lowest price. Spray-Patch Road Repair has satisfactorily performed roadway repairs previously for the City of Novi. A bid tabulation is enclosed.

RECOMMENDED ACTION: Approval to award a unit price contract to Spray-Patch Road Repair, Inc., the low bidder, for the Spray Patch Road Repair Program in the estimated annual amount of \$236,900. The contract term is one year with two one-year extensions.

CITY OF NOVI
Spray Patch Program Bid Tabulation
January 26, 2022 2:00 p.m.

Company		SJR Pavement Repair		Spray-Patch Road Repair, Inc	
BASE BID	Qty (LF)	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
Contractor Preparation & Repair Major Roadways Clean out and repair cracks/joints/holes (Unit price/LF)	61,000	\$2.57	\$156,770.00	\$2.30	\$140,300.00
Contractor Preparation & Repair Neighborhood Roadways Clean out and repair cracks/joints/holes (Unit price/LF)	42,000	\$2.40	\$100,800.00	\$2.30	\$96,600.00
TOTAL BASE BID			\$257,570.00		\$236,900.00





**CITY OF NOVI
BID FORM**

SPRAY PATCH PROGRAM

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:

BASE BID:

DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	TOTAL AMOUNT
CONTRACTOR PREPARATION AND REPAIR MAJOR ROADWAYS Clean out and repair cracks/joints/holes	L.F.	61,000	2.30	\$ 140,300
CONTRACTOR PREPARATION AND REPAIR NEIGHBORHOOD ROADWAYS Clean out and repair cracks/joints/holes	L.F.	42,000	2.30	\$ 96,600
TOTAL BASE BID				\$ 236,900

Unit Prices:

Unit prices prevail. The City of Novi Purchasing Department will correct all extension errors.

Estimated quantity:

The quantity shown above is an estimate. The City may or may not require this quantity of work to be done and makes no guarantee regarding the amount of work that will actually be done under this contract.

REFERENCES: Please provide at least three client (3) references for projects of similar scope done in the last 3 years.

Company City of Farmington Hills
 Address 31555 W Eleven Mile Rd. Farmington Hills MI 48336
 Phone (248) 871-2400 Contact name Bob Saksewski

Company City of Brighton
Address 200 North First Street, Brighton MI 48116
Phone (810)227-1911 Contact name Daren Collins

Company Bloomfield Township
Address 4200 Telegraph Road, Bloomfield Twp MI 48303
Phone (248)433-7700 Contact name Duane Poole

EXCEPTIONS TO SPECIFICATIONS (all exceptions must be indicated here or attached on a separate sheet):

COMMENTS: _____

We acknowledge receipt of the following Addenda: Addendum #1
(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 SUBMITTED BY:

Company (Legal Registration) Spray-Patch Road Repair, Inc.

Address 1333 E 11 Mile Rd.

City Madison Heights State MI Zip 48071

Telephone (248) 877-2480 Fax (248) 439-1321

Representative's Name (please print) Jeanne Meek

Representative's Title Vice President

Representative's Signature Jeanne Meek

E-mail SprayPatchMI@gmail.com

Date 1/26/22



CITY OF NOVI
SPRAY PATCH PROGRAM
ADDENDUM #1

INTENT: This addendum has been issued to modify and/or interpret the original specifications for the bid/RFP named above. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

RESPONSE: The Contractor shall verify receipt of this Addendum on the Bid/Fee Proposal Form.

CONTENTS: Included in this Addendum is one (1) page of written addenda description.

QUESTIONS:

1. Is a bid bond required? **No**
2. Are any other bonds required upon award? **No**
3. Are there any major roads to be repaired that are only two lanes? **This is an as needed contract, we will not have a list of roads until late spring. Yes, there could be two lane major roads to repair during this contract.**
4. Is the work to commence this spring or is this a project for the next fiscal year budget after July 1, 2022? **This work would begin July 1, 2022. If we have an area that needs immediate attention this spring we would expect the contractor to be able to start earlier.**
5. Do you have maps of the scheduled street repairs? **Once a list is created you would receive that along with the maps later this spring. Here is a partial list of roads that were completed last year for you to take a look at to get a better idea of the scope.**

Majors:

Beck Rd. – 11 Mile to Grand River
West Park Dr – 12 Mile to West Rd
Taft Rd – 9 Mile to City Limit

Locals:

Park Place Sub – Roberts Dr, Applebrook Dr, Sunday Dr, Park Place Dr (entire sub)
Yerkes Sub – Veranda Dr & Emily Ct
Lakewood Sub – Henning Dr & Pembrine St (chip seal roads)

Tracey Marzonie
Purchasing Department

Notice dated: January 19, 2022



Please note that solicitations issued prior to June 10, 2017 can be found here: <http://legacy.mitn.info>

Addendum Description

Questions and Answers

Notice Modifications

Notice Information	From Value	To Value
No entries		

Category Modifications

Added Categories
No Categories Added

Removed Categories
No Categories Removed

Added Documents[A]

Document	Size	Uploaded Date	Language
Addendum #1 [pdf]	101 Kb	01/19/2022 03:49 PM EST	English

CONTRACT for SPRAY PATCH PROGRAM

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, (herein after referred to as "Client"), and Spray-Patch Road Repair, Inc., whose address is 1333 E. Eleven Mile Rd. Madison Heights, MI 48071, (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 perform the services described on and in Schedule A (the "Work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract shall commence on the date of the last signature and end on December 31, 2022. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount services and materials as specifically set forth in the completed Proposal attached which is part of the attached Schedule A. 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 B, 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 B.

Article VII: Information.

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

Article VIII: General Provisions.

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- B. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. 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 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: Spray-Patch Road Repair, Inc.
- 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.

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: _____

By: Jeanne Meek
Its: Vice President



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

SPRAY PATCH PROGRAM

The City of Novi will receive sealed bids for **Spray Patch Program** according to the specifications of the City of Novi.

Sealed bids will be received until **2:00 P.M.** prevailing Eastern Time, **Wednesday, January 26, 2022** at which time bids will be opened and read. Bids shall be addressed as follows and delivered to:

**CITY OF NOVI
FINANCE DEPARTMENT**
45175 Ten Mile Rd.
Novi, MI 48375-3024

All bids must be signed by a legally authorized agent of the bidding firm. **OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "SPRAY PATCH PROGRAM BID" AND MUST BEAR THE NAME OF THE BIDDER.**

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

Tracey Marzonie
Finance Department

Notice Dated: January 7, 2022

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 and obtain an official copy.



CITY OF NOVI
SPRAY PATCH PROGRAM
INSTRUCTIONS TO BIDDERS

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

IMPORTANT DATES

Bid Issue Date	January 7, 2022
Last Date for Questions	Thursday, January 20, 2022 by 12:00 P.M. EST Please submit all questions via email to: Tracey Marzonie, Finance Department tmarzonie@cityofnovi.org
Response Due Date	Wednesday, January 26, 2022 by 2:00 P.M. EST

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.

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 proposer, the contract may be renewed two (2) times in one (1) year increments.

BID SUBMITTALS

Provide **one (1) original copy of your bid, signed in ink**. Bid may be clipped but should not be stapled or bound. No other distribution of the bids will be made by the Contractor. Bids must be signed by an official authorized to bind the Contractor to its provisions.

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

CHANGES TO THE BID/ADDENDUM

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

Such interpretation or correction, as well as any additional Bid provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info . 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.

SUBMISSION OF BID

Bids must be submitted in a sealed envelope, box, or package, and clearly marked with: ITB Title, Deadline, Respondent's name, address, phone, fax, and contact name. Failure to do so may result in a premature opening or failure to open such proposal.

To be considered, sealed bids must arrive at the Finance Department office on or before the specified time and date. There will be no exceptions to this requirement. The Finance Department time stamp will determine the official receipt time. Contractors mailing bids should allow ample time to ensure the timely delivery of their bid. Bids received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected bids. The City reserves the right to postpone a bid opening for its own convenience.

All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the bid. Bids must be signed by an Authorized Representative of the submitting Company on the enclosed form. Bids must show unit and total prices if requested. In case of mistakes in price extension, unit pricing shall govern.

A bid may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the bid may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

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

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

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.

USE OF THE CITY LOGO IN YOUR BID OR IN ANY OTHER MANNER IS PROHIBITED.

CONSIDERATION OF BIDS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder/proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the bidder states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

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

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.

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.

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

DOWN-PAYMENTS OR PRE-PAYMENTS

Any bid proposal submitted which requires a down-payment or prepayment prior to delivery and full acceptance of the item(s) as being in conformance with specifications will not be considered for award.

NOTICE TO BIDDERS

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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.

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.

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.

MATERIAL SAFETY DATA SHEETS (MSDS)

All City of Novi purchases require a Material Safety Data Sheet, ("MSDS"), where applicable, in compliance with Miosha "Right To Know" law. The MSDS must include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including:
 - a) The potential for fire, explosion, corrosivity, and reactivity;
 - b) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - c) The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

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.

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



CITY OF NOVI
SPRAY PATCH PROGRAM
SPECIFICATIONS

The following describes the minimum requirements for the mechanized repair of potholes, drains, sunken slabs, shoulders, spawls, cracks, alligating, and expansion joints. Repairs to be made on concrete, asphalt, and chip sealed roads as designated by the inspector.

TERM OF CONTRACT

The term of the contract is one year, with two one-year renewable options.

GENERAL

The Contractor shall furnish all materials, tools, equipment, labor, and supervision; and shall provide all other means that may be necessary to complete all the work in conformity in all respects to the requirements as set forth in these specifications.

The Contractor shall minimize interference with the public during the progress of the work. A minimum of one lane of the pavement shall be open to traffic at all times. Contractor shall place and maintain suitable barricades, warning signs and traffic regulators as may be necessary for the safety and convenience of the public and protection of the work in strict compliance with the traffic control and work zone requirements contained in the Michigan Manual for Uniform Traffic Control Devices (MMUTCD).

CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall be duly licensed /certified by the appropriate authorities to perform the work that is bid upon.
- B. Furnish all manpower and machinery and payments of and for same, holding the City of Novi free of liens or encumbrances upon present or future payments made by the City to the Contractor.
- C. Guarantee the reimbursement, repair or replacement and restoration of any cultivated area damaged by careless or accidental use of equipment or machinery. Also, to repair or replace any fences, signs, buildings, poles and/or appurtenances damaged or destroyed by careless or accidental use of equipment or machinery in the performance of the contract.
- D. The Contractor shall contact designated City staff the day prior to by phone or e-mail to report work that is scheduled to be done the next scheduled day. This is to be reported before the work is started to ensure there are no scheduling conflicts.
- E. The contractor shall send an e-mail to designated staff member(s) no later than 9:00 a.m., with a list of all work done the previous day. City staff will inspect all locations that were completed as indicated in email to confirm the work has been done.
- F. Once the work has started the contractor will have 10 days to complete the work at the assigned location.

G. The Contractor shall conform to all applicable Federal, State and Local laws including use of slow moving vehicle signs where required.

MACHINE OPERATORS

All machine operators shall have sufficient training and experience to place materials with a minimum amount of over spray and material loss. Operators shall be able to control the aggregate and emulsion mix so as to assure a high quality, long lasting repair. Excessive overspray or overfill that creates an uneven road surface shall justify a shutdown of the work until it is corrected.

PREPARATION

The surface of the pavement shall be dry at the time of repair. No joints/crack/hole shall be sealed until the cleaning and preparation of the joints/crack/hole has been inspected and approved. Previously sealed and patched areas shall be cleaned down to bare concrete or asphalt. All debris and objectionable material resulting from cleaning operations will be removed from the pavement surface prior to repair. Following patch removal, the work location shall be cleaned of dust and debris using compressed air. The cleaning shall continue until the entire joint/crack/hole is free of dust, oil, water, old joint and patch material, and any other foreign matter which may prevent bonding to the concrete/asphalt. The operator will then apply a thin tack coat of hot emulsion to the area to be repaired. The area will then be filled with a mix of hot emulsion (under high volume [300-400 CFM] and low pressure [12-15 PSI] air) and limestone aggregate. The mix shall be approximately 24 gallons of emulsion to one ton of limestone aggregate. This mix shall completely fill all joints/cracks/holes from their bottom to the grade of adjoining pavement. The compressed air will compact the material sufficiently to allow immediate access to traffic without distortion of patched area. A thin layer of dry aggregate will then be placed over the repaired area; loose material swept back to the repair, and compacted.

EQUIPMENT

The equipment used for cleaning and preparing the joints, cracks and holes, and for sealing the same are subject to review and approval by staff before award of bid.

The patch machine will be totally self-contained with integral hopper for aggregate, or trailer mounted machine with the aggregate feed from towing truck.

The patch machine must have a tapered, adjustable height nozzle at the end of the application hose to concentrate and direct the flow of mixed repair material directly into cracks as small as 2". This also allows for the repair of sharp edges, such as catch basins, etc. The nozzle size and height shall limit over spray to a 3" maximum on either side of the joint.

Air compressors shall be portable or truck mounted; capable of furnishing not less than 100 cubic feet of air per minute at a pressure not less than 90 pounds per square inch. Suitable traps shall be employed to maintain the compressed air free of oil and moisture.

Compaction of final product shall be achieved using a hydrostatic/motorized drum roller, or equivalent approved by the DPW Supervisor.

AGGREGATE

Aggregate shall be Michigan #H-1 or Ohio #9 crushed limestone. All materials shall be MDOT approved/certified.

STORAGE

Arrangements for the storage of equipment and material are the sole responsibility of the contractor. City of Novi facilities/yards will not be available for material storage.

EMULSION

Emulsion shall be HF-RS2, AE-90, APME. Emulsion will be certified for compliance, as well as to prevent runoff and bleeding. Runoff and bleeding will not be permitted.

SAMPLING AND TESTING

All material shall be properly identified. Material testing and certification documents must be made available upon request to the City of Novi.

CONSTRUCTION METHODS

All work must be completed at one location at a time. Exceptions to this specification must be approved by a DPW Supervisor.

The Contractor shall take all necessary precautions to avoid excessive sealant from being discharged onto the pavement.

Application of the sealing emulsion and aggregate shall be done so as to completely fill the joint/crack/hole so that the repair is even with adjacent surfaces. After the first pour has cooled to the temperature of the pavement and settled, additional pours shall be made to fill the void. An additional touch up may be necessary after time and traffic has further compacted the sealant/aggregate mix. All "touch ups" greater than or equal to ½ inch depth within one year of installation shall be incidental to the unit pricing. Any overspray of material shall be minimized to ensure a smooth drive path.

The compound shall not be placed when the surface temperature is less than 40 degrees Fahrenheit, except by the approval of the DPW Supervisor.

Traffic shall not be permitted over the joint/crack/hole until the compound has hardened sufficiently to resist pickup and until stone has been installed over poured joints/cracks/holes.

Compound/stone chips in the gutter pan shall be removed by the contractor the same day to prevent obstruction of storm water flow.

FINAL CLEANUP / MECHANICAL SWEEPING

The work shall not be considered complete, and payment not made, until the area has been restored to a neat, orderly appearance acceptable to the DPW Supervisor. Equipment, excess material, rubbish, etc., resulting from the Contractor's operation, must be thoroughly removed from the site.

Any other material removed from the joint/crack/hole shall be disposed of by the Contractor in a manner approved by the DPW Supervisor, and shall be considered incidental to the work. The Contractor shall use a mechanical sweeper to sweep the

location the day of work, the following day and at the one-week mark. Loose aggregate dislodged by traffic after the final acceptance by the City shall be swept by the City.

METHOD OF MEASUREMENT

Cleaning and resealing joints/cracks/holes will be measured by length in linear feet, measured along the centerline of each joint/crack/hole.

Payment for any joint/crack/hole exceeding a width of 10" for a length of more than 12", and deeper than 8", will be increased proportionately (e.g., a 15" width, deeper than 8", will be paid at the unit rate multiplied by a factor of 1.5).

RECONCILING PAY UNITS

The DPW Supervisor will record, on a daily basis, the quantity of actual pay units earned for each work site. The contractor shall make available an authorized representative to review this record and verify this quantity daily with his/her signature. Any dispute over pay units earned must be resolved before additional work may commence.

PROGRESS

Progress shall be continuous other than disruptions caused by inclement weather.

PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all public property and private abutting property from injury or loss arising in connection with this Contract. He shall, without delay, make good any such damage, injury or loss, and shall defend and save the Owner harmless from all such damages or injuries occurring because of his work. He shall furnish and maintain all passageways, barricades, guard fences, lights and danger signals, provide watchmen and other facilities for protection required by public authority or by local conditions, at no additional cost to the Owner.

RESPONSIBILITY FOR ADJOINING STRUCTURES

The Contractor shall assume full responsibility for the protection of all pavements, walls, landscaping, utilities, water mains, sewers, telephone lines, gas mains and any other services and structures along and near the work which may be affected by his operations, and shall indemnify, defend and save harmless the Owner against all damages or alleged damages to any such structure arising out of his work. The Contractor shall bear the cost of repair or replacement of any such structure damaged as a result of his operations.

CONTRACTOR'S SUPERVISION AND ORGANIZATION

The work under this contract shall be under the direct charge and direction of the Contractor. The Contractor shall give efficient superintendence to the work, using his best skill and attention. The Contractor shall at all times keep on the site of the work, during its progress, a competent superintendent and any and all necessary foremen and assistants.

DRESS CODE

Contractor's employees shall maintain a neat and clean uniform appearance at all times. Employees shall wear safety shoes and uniforms at all times. Uniform must

clearly show the name of the contractor. All work shall be performed in a professional, courteous, work person-like manner.

SUBCONTRACTS

The Contractor shall not subcontract, assign, or transfer this contract or any portion thereof or any payment due him there under, without the written consent of the Owner. If the Contractor shall cause any part of the work under this Contract to be performed by a subcontractor, the subcontractor's officers and employees in all respects are considered employees of the Contractor, and the Contractor shall not be in any manner thereby relieved from his obligations and liability; and the work and materials furnished by the subcontractor shall be subject to the same provisions as if furnished by the Contractor.

SAFETY REQUIREMENTS

Contractor's equipment and general safety precautions must meet or exceed all OSHA and MIOSHA requirements. All persons doing work on City property shall be equipped with proper safety equipment as needed/ required (i.e. safety glasses, clean safety vests, hard hat, and face shield). The City may exercise the right to remove any employee from the performance of his/her work should an obvious violation be apparent.

WORK ZONE SAFETY

All work zones shall be signed and barricaded in compliance with the traffic control details herein referenced. In addition, "Loose Gravel" warning signs shall be posted at entrances to each work zone until the roadway is swept for the final time. The City may require a review of the traffic control plan for any job completed during this contract.

HOURS OF WORK

All work on neighborhood roadways shall be performed Monday–Friday 7:30 a.m. to 7:00 p.m. No work shall be performed on City observed holidays.

PRICING

- A. This contract does not require prevailing wage.
- B. No fuel surcharges will be allowed.

INVOICING

Contractor will submit invoices to the City only after the work has been completed. Contractor shall email invoice to: jvancurler@cityofnovi.org. Payment shall only be approved after the Field Operations Senior Manager, or their designee has completed the inspection and review.

PAYMENT WITHHELD

The City of Novi may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate for progress payment to such extent as may be necessary to protect itself from loss on account of:

- a) Defective work not remedied.

- b) Claims filed or reasonable evidence indicating probable filing of claims.
- c) Failure of the Contractor to make payments properly to subcontractors (if any) or for material, equipment or labor.
- d) A reasonable doubt that the Contract can be completed for the balance then unpaid.
- e) Damage to another Contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

CONTRACT TERMINATION

The City shall have the right to terminate the entire contract thereof for cause or convenience with thirty (30) days written notice. The City may terminate individual sites at any time:

For Cause:

- A. The contractor is not adequately complying with the specifications;
- B. The Contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment of the specified quality or quantity;
- C. The Contractor in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work;
- D. Previous unknown circumstances arise making it desirable in the public interest to void the contract;
- E. The Contractor refuses to proceed with the work when as directed by the City; or the Contractor abandons the work.

Any practice hazardous as determined by the City shall be immediately discontinued by the contractor upon receipt of either written or oral notice to discontinue such practice.

For Convenience:

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

ADDITIONAL REQUIREMENTS

- A. All crews of people shall be supervised at all times.
- B. All vehicles doing work on City property shall be properly identified.
- C. All minimum insurance specifications must be met - see Attachment A.
- D. Weekly meetings may be required by the Director of Public Services, or their designee

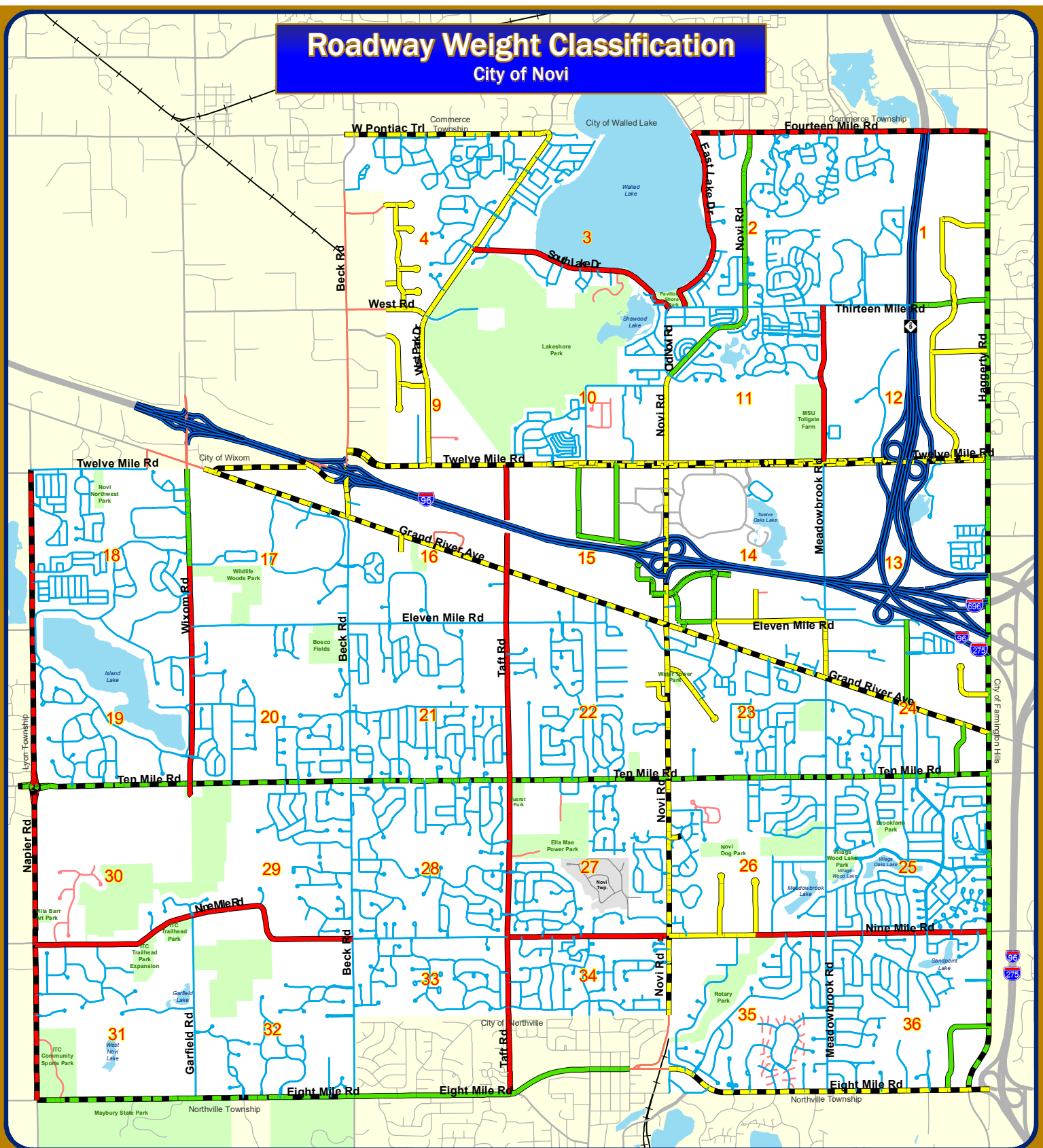
ROAD WEIGHT RESTRICTIONS

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: January 24, 2020
 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

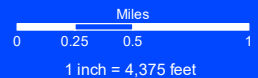
- | | |
|----------------------|---------------------|
| City All-Season | County All-Season |
| City A-Restricted | County A-Restricted |
| City B-Restricted | County B-Restricted |
| City B-Closed | State All-Season |
| No City Restrictions | Not Available |

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

Integrated Solutions Team
 Geospatial Resources Division
 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.
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.

Spray-Patch Road Repair, Inc.

1333 E. 11 Mile Road

Madison Heights, MI 48071

Contact: Jeanne Meek

Phone - (248) 877-2480

Fax - (248) 439-1321

SPRAY PATCH PROGRAM BID

Deadline: January 26, 2022

2:00 P.M.

*REC'D S Lilla
1-26-2022
12:15 PM*