



CITY OF NOVI CITY COUNCIL
AUGUST 25, 2025

SUBJECT: Consideration of a unit-priced contract for as-needed aggregate materials to Ellsworth Industries, Inc., the lowest qualified bidder.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division

KEY HIGHLIGHTS:

- The contract term is one year with three optional one-year extensions
- Aggregate materials are purchased as-needed for maintenance projects
- Used on a variety of roadway, storm drain, water, and sanitary sewer main work.

FINANCIAL IMPACT

	FY 2025/26
EXPENDITURE REQUIRED	\$ 254,080 Estimated annual amount
BUDGET Road Funds, Drain Fund, Water & Sewer Fund	depends on the material used/type of maintenance work
APPROPRIATION REQUIRED	\$ 0
FUND BALANCE IMPACT	\$ 0

BACKGROUND INFORMATION:

Aggregate materials, such as gravel, stone, and sand, are used in a variety of roadway, storm drain, water, and sanitary 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.

Four bids were received and opened on August 8, 2025, following a public bid solicitation period (bid tab included in the packet). Ellsworth Industries, Inc. was the lowest bidder and is recommended as being in the best interest of the City as they bid the lowest unit prices on most materials and proposed lower minimum order quantities. Ellsworth Industries, Inc. has satisfactorily provided materials previously for the City.

RECOMMENDED ACTION: Approval to award a unit price contract for the as-needed aggregate materials to Ellsworth Industries, Inc., the lowest qualified bidder, at an estimated annual cost of \$254,080. The contract term is one year with three optional one-year extensions.

CITY OF NOVI
AGGREGATE MATERIALS BID TABULATION
August 8, 2025 2:00 p.m.

	Description	Ellsworth Industries	Edw. C. Levy	Osburn Industries	Eagle Landscaping & Supply Company
1.	Natural Sand 2NS	\$19.75	\$20.79	\$22.00	\$26.00
2.	Fill Sand (Bank Run)	\$12.75	\$11.65	\$12.40	\$14.25
3.	21A Limestone	\$24.50	no bid	\$26.75	\$29.80
4.	21AA Limestone	\$24.50	no bid	\$27.00	\$29.55
5.	22A Natural	\$23.90	no bid	\$24.40	\$18.75
6.	23A Natural	\$23.90	no bid	\$24.40	\$18.75
7.	34R Pea Stone	\$19.75	\$33.09	\$29.00	\$34.50
8.	4G Limestone	\$18.75	no bid	\$27.50	\$29.80
9.	6A Natural	\$29.50	\$35.69	\$29.25	\$37.90
10.	6A Limestone (3/4")	\$29.50	\$34.24	\$30.00	\$32.80
11.	4A Limestone	\$24.50	no bid	no bid	\$32.80
12.	1" X 3" Limestone	\$27.50	no bid	\$28.50	\$31.05
13.	2" x 4" Landscape/Float Stone	\$38.00	no bid	\$42.00	\$70.00
14.	4" – 8" Rip Rap	\$27.50	no bid	\$38.00	\$37.80
15.	3 X 1 Blast Furnace Slag	\$24.50	\$32.19	no bid	no bid
16.	Chloride-treated Sand	\$46.50	no bid	no bid	no bid
17.	22X Steel Furnace Slag	\$13.50	no bid	no bid	no bid
Hours of Operation		6am-5pm	M-F 6am-5pm	7am-4pm	M-F 7am-6pm Sat 7am-3pm
Minimum Order Quantity		25 Tons	50 Tons	50 Tons	45 Tons
Materials Delivered Within		24 hours	24 hours	48 hours	24 hours
Deviations/Exceptions			Pricing and load size subject to change during frost laws. Fuel surcharges may be applied based on attached schedule		

CITY OF NOVI
AGGREGATE MATERIALS BID TABULATION
August 8, 2025 2:00 p.m.

	Description	Estimated Tons Annually	Elleworth Industries (price per ton, delivered)	Elleworth Industries Proposed Annual Totals	Edw. C. Levy (price per ton, delivered)	Edw. C. Levy Proposed Annual Totals	Osburn Industries (price per ton, delivered)	Osburn Industries Proposed Annual Totals	Eagle Landscaping & Supply Company (price per ton, delivered)	Eagle Landscaping & Supply Company Proposed Annual Totals
1.	Natural Sand 2NS	300	\$19.75	5,925.00	\$20.79	\$6,237.00	\$22.00	\$6,600.00	\$26.00	\$7,800.00
2.	Fill Sand (Bank Run)	300	\$12.75	3,825.00	\$11.65	\$3,495.00	\$12.40	\$3,720.00	\$14.25	\$4,275.00
3.	21A Limestone	500	\$24.50	12,250.00	no bid	no bid	\$26.75	\$13,375.00	\$29.80	\$14,900.00
4.	21AA Limestone	1500	\$24.50	36,750.00	no bid	no bid	\$27.00	\$40,500.00	\$29.55	\$44,325.00
5.	22A Natural	1800	\$23.90	43,020.00	no bid	no bid	\$24.40	\$43,920.00	\$18.75	\$33,750.00
6.	23A Natural	400	\$23.90	9,560.00	no bid	no bid	\$24.40	\$9,760.00	\$18.75	\$7,500.00
7.	34R Pea Stone	200	\$19.75	3,950.00	\$33.09	\$6,618.00	\$29.00	\$5,800.00	\$34.50	\$6,900.00
8.	4G Limestone	200	\$18.75	3,750.00	no bid	no bid	\$27.50	\$5,500.00	\$29.80	\$5,960.00
9.	6A Natural	1500	\$29.50	44,250.00	\$35.69	\$53,535.00	\$29.25	\$43,875.00	\$37.90	\$56,850.00
10.	6A Limestone (3/4")	100	\$29.50	2,950.00	\$34.24	\$3,424.00	\$30.00	\$3,000.00	\$32.80	\$3,280.00
11.	4A Limestone	1000	\$24.50	24,500.00	no bid	no bid	no bid	no bid	\$32.80	\$32,800.00
12.	1" X 3" Limestone	400	\$27.50	11,000.00	no bid	no bid	\$28.50	\$11,400.00	\$31.05	\$12,420.00
13.	2" x 4" Landscape/Float Stone	400	\$38.00	15,200.00	no bid	no bid	\$42.00	\$16,800.00	\$70.00	\$28,000.00
14.	4" - 8" Rip Rap	100	\$27.50	2,750.00	no bid	no bid	\$38.00	\$3,800.00	\$37.80	\$3,780.00
15.	3 X 1 Blast Furnace Slag	100	\$24.50	2,450.00	\$32.19	\$3,219.00	no bid	no bid	no bid	no bid
16.	Chloride-treated Sand	600	\$46.50	27,900.00	no bid	no bid	no bid	no bid	no bid	no bid
17.	22X Steel Furnace Slag	300	\$13.50	4,050.00	no bid	no bid	no bid	no bid	no bid	no bid
Hours of Operation			6am-5pm		M-F 6am-5pm		7am-4pm		M-F 7am-6pm Sat 7am-3pm	
Minimum Order Quantity			25 Tons		50 Tons		50 Tons		45 Tons	
Materials Delivered Within			24 hours		24 hours		48 hours		24 hours	
Deviations/Exceptions			n/a		Pricing and load size subject to change during frost laws. Fuel surcharges may be applied based on attached schedule					
			254,080.00		76,528.00		208,050.00		\$262,540.00	



CITY OF NOVI
AGGREGATE MATERIALS
INSTRUCTIONS TO BIDDERS

This section is intended to provide interested contractors with sufficient information to enable them to prepare and submit proposals for consideration by the City of Novi.

IMPORTANT DATES

Bid Issue Date	July 25, 2025
Last Date for Questions	Friday, August 1, 2025, by 2:00 P.M. Please email all questions to: Tracey Marzonie, Purchasing Department tmarzonie@cityofnovi.org
Response Due Date	Friday, August 8, 2025 by 2:00 P.M.
Anticipated Award Date	August 25, 2025

PROPOSAL SUBMITTALS

Submitted proposals shall include:

- The completed Bid Form

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

Provide **one (1)** unbound original copy of your bid signed in ink. No other distribution of the proposals will be made by the Contractor. Proposals must be signed by an official authorized to bind the Contractor to its provisions.

TYPE OF CONTRACT

If a contract is executed as a result of the quotation, it stipulates a fixed price for products and services. The contract will be for one (1) year. Upon mutual consent of the City of Novi and the successful bidder, the contract may be renewed three (3) times in one (1) year increments at the same terms and conditions of the original 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.

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.

CHANGES TO THE BID/ADDENDA

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

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

RESPONSE DATE

To be considered, sealed proposals must arrive at the specified location by the specified time. There will be no exceptions to this requirement. The City of Novi shall not be held responsible for lost or misdirected proposals.

Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposals. All proposals must be contained in sealed envelopes marked on the outside with the contractor's name and the name of the bid. Proposals received after the closing date and time will not be accepted or considered. Telegraphic, facsimile, or telephone proposals are not acceptable.

SUBMISSION OF BIDS

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

To be considered, sealed bids must arrive at the Clerk's Office, on or before the specified time and date. There will be no exceptions to this requirement. 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.

Bids must be clearly prepared and legible and must be signed by an Officer of the submitting Company on the enclosed form. **Bids must show unit pricing, extended pricing, and totals if requested.** In case of mistakes in price extension, the unit price shall govern. ANY CHANGES MADE ON BID FORMS MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE. Failure to include in the bid all information requested may be cause for rejection of the bid.

A bid may be withdrawn by giving written notice to the Purchasing Department 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.

No proposal 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.

FREIGHT/SHIPPING/DELIVERY CHARGES

Proposal pricing must contain all shipping/handling/delivery charges.

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.

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 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.

CONTRACT RENEWAL

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

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 PROPOSAL CONTENT

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

MATERIAL SUBMITTED

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 RFP is available without redaction to any individual or organization upon request.

INCURRING COSTS

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

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward and concise description of the contractor'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.

DISCLOSURE OF PROPOSAL CONTENT

After contract award, and upon written request, a summary of total price information for all submissions will be furnished to those contractors participating in this bid.

INDEPENDENT PRICE DETERMINATIONS

By submission of a proposal, the proposer 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 proposer or with any other Competitor; and,
- (b) No attempt has been made or will be made by the proposer 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) They are the person in the proposer's organization responsible within that organization for the decision as to prices being proposed in the proposal and that they have not participated and will not participate in any action contrary to (a) and (b) above; or
- (d) They are not the person in the proposer's organization responsible within that organization for the decision as to prices being proposed in the proposal but that they have 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 they have 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 2025 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 up to three (3) times at the same prices, terms, and conditions of the original contract in one (1)-year increments.

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 authorized representative.

Delivery Hours: Monday – Friday, 7:30 a.m. to 3:30 p.m.
Special delivery hours may be arranged with the 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: <https://cityofnovi.org/community/map-gallery/#transportationmaps>



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 Ellsworth Industries, Inc., whose address is 41960 Ann Arbor Rd., Plymouth, MI 48170 (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 one (1) year. Upon mutual consent of the Client and the Contractor, the contract may be renewed up to three (3) times in one (1)-year increments 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

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 Victor Cardenas and City Clerk Cortney Hanson
Contractor: Chad Monteith, President/CEO
- 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,

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: Justin Fischer
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

WITNESS AND DATES
OF SIGNATURES:

ELLSWORTH INDUSTRIES, INC.

Christine Slater
Date: 8/13/25



By: Chad Monteith
Its: President/CEO



CITY OF NOVI
AGGREGATE MATERIALS
BID FORM

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	\$ 19.75
2	Fill Sand (Bank Run)	300	\$ 12.75
3	21A Limestone	500	\$ 24.50
4	21AA Limestone	1,500	\$ 24.50
5	22A Natural	1,800	\$ 23.90
6	23A Natural	400	\$ 23.90
7	34R Pea Stone	200	\$ 19.75
8	4G Limestone	200	\$ 18.75
9	6A Natural	1,500	\$ 29.50
10	6A Limestone(3/4")	100	\$ 29.50
11	4A Limestone	1,000	\$ 24.50
12	1" X 3" Limestone	400	\$ 27.50
13	2" x 4" Landscape/Float Stone	400	\$ 38.00
14	4" - 8" Rip Rap	100	\$ 27.50
15	3 X 1 Blast Furnace Slag	100	\$ 24.50
16	Chloride-treated Sand	600	\$ 46.50
17	22x Steel Furnace Slag	300	\$ 13.50

ORDERING PROCEDURES:

Contact person Ashley Pudas or Chad Monteith
 Telephone number 734 260 0360 313 218 4790
 Hours of operation 6am - 5pm

Minimum order quantity 25 tonsMaterials will be delivered within 24 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.

N/A**COMMENTS:** N/A**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 Garden City
Address 31800 Beechwood Garden City, MI 48135
Phone 734 793 1805 Contact name Brad Ohman

Company City of Southfield
Address 25501 Clara Ln Southfield, MI 48034
Phone 248 796 4852 Contact name Cindy Fricke

We acknowledge receipt of the following Addenda: N/A
(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 / CEO

Representative's Signature 

E-mail ELLSINC@COMCAST.NET

Date 8-6-2025

41960 Ann Arbor Rd.
Plymouth, MI 48170

City of Novi
45175 W. 10 Mile Rd.
Novi, MI 48375

Ryan Shaw
8/7/25
9:18 am.

Bid for: Aggregate Materials