



**CITY of NOVI CITY COUNCIL**

**Agenda Item: 4  
August 8, 2016**

**SUBJECT:** Approval to award 2-year Aggregate Materials Contracts to support road and water/sewer maintenance activities, each with a single one-year renewable option, to two separate firms (Ellsworth Industries Inc., and San Marino Excavating Inc.) based on unit pricing for each material, for a total estimated amount of \$156,970.

**SUBMITTING DEPARTMENT:** Department of Public Services – Field Operations Division  

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>\$156,970 (estimated)</b>
<b>AMOUNT BUDGETED</b>	<b>\$30,000 (202-202.00-866.050 Major Roads Routine Maintenance – Aggregate Materials)</b> <b>\$30,000 (203-203.00-866.050 Local Roads Routine Maintenance – Aggregate Materials)</b> <b>\$40,000 (204-204.00-866.000 Municipal Streets – Routine Maintenance)</b> <b>\$171,000 (210-211.00-872.000 Storm Sewer Maintenance)</b> <b>\$115,000 (592-592.00-938.000 Water Line Maintenance)</b> <b>\$58,500 (592-592.00-936.000 Sewer Line Maintenance)</b>
<b>APPROPRIATION REQUIRED</b>	<b>\$0</b>
<b>LINE ITEM NUMBER</b>	<b>202-202.00-866.050 (Major Roads Routine Maintenance – Aggregate Materials)</b> <b>203-203.00-866.000 (Local Roads Routine Maintenance – Aggregate Materials)</b> <b>204-204.00-866.000 (Municipal Streets – Routine Maintenance)</b> <b>210-211.00-872.000 (Storm Sewer Maintenance)</b> <b>592-592.00-938.000 (Water Line Maintenance)</b> <b>592-592.00-936.000 (Sewer line Maintenance)</b>

**BACKGROUND INFORMATION:**

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

An invitation to bid was publically advertised on the Michigan Intergovernmental Trade network (MITN) and four bids were received (see attached invitation to bid, and bid tabulation). The following table summarizes the attached bids, with the lowest responsive, responsible bidder listed in each category of material:

<b>Materials</b>	<b>Estimated Tons</b>	<b>Company</b>	<b>Price Per Ton</b>	<b>Total Cost</b>
Natural Sand 2NS	300	Ellsworth Ind.	12.20	3,660
Fill Sand (Bank Run)	300	Ellsworth Ind.	7.50	2,250
21A Limestone	500	Ellsworth Ind.	13.75	6,875
21AA Limestone	1500	Ellsworth Ind.	13.75	20,625
22A Natural	1800	Ellsworth Ind.	13.25	23,850
23A Natural	400	Ellsworth Ind.	13.25	5,300
34R Peastone	200	Ellsworth Ind.	15.75	3,150
4G Limestone	200	Ellsworth Ind.	17.75	3,550
6A Natural	1500	Ellsworth Ind.	17.25	25,875
6A Limestone (3/4')	100	Ellsworth Ind.	17.80	1,780
4A Limestone	1000	San Marino	21.50	21,500
1"X3" Limestone	400	Ellsworth Ind.	17.25	6,900
2"X4" Landscape/Floatstone	400	San Marino	23.50	9,400
4"X8" Rip Rap	100	Ellsworth Ind.	25.00	2,500
3x1 Blast Furnace Slag	100	San Marino	18.45	1,845
Chloride Treated Sand	600	Ellsworth Ind.	29.85	17,910
<b>Total Estimated Cost:</b>				<b>\$156,970</b>

The contract term is two years. Upon mutual consent of the City and each supplier, prices will remain firm for one additional year. Contracts will be awarded to these firms for the respective estimated amounts shown.

<u>Supplier</u>	<u>Estimated 2-Year Contract Value</u>
Ellsworth Ind.	\$124,225
San Marino	\$ 32,745
<b>Total:</b>	<b>\$156,970</b>

**RECOMMENDED ACTION:** Approval to award 2-year Aggregate Materials Contracts to support road and water/sewer maintenance activities, each with a single one-year renewable option, to two separate firms (Ellsworth Industries Inc., and San Marino Excavating Inc.) based on unit pricing for each material, for a total estimated amount of \$156,970.

	1	2	Y	N
<b>Mayor Gatt</b>				
<b>Mayor Pro Tem Staudt</b>				
<b>Council Member Burke</b>				
<b>Council Member Casey</b>				

	1	2	Y	N
<b>Council Member Markham</b>				
<b>Council Member Mutch</b>				
<b>Council Member Wrobel</b>				

CITY OF NOVI  
AGGREGATE MATERIALS BID TAB

JUNE 14, 2016  
3:00 P.M.

	Description	Ellsworth Industries	San Marino Excavating	Stankevich Contracting	Edward C. Levy Co.
1.	Natural Sand 2NS	12.20	14.25	14.50	14.09
2.	Fill Sand (Bank Run)	7.50	9.00	9.50	8.84
3.	21A Limestone	13.75	18.45	18.55	21.40*
4.	21AA Limestone	13.75	18.45	18.55	21.40*
5.	22A Natural	13.25	14.25	14.50	16.47
6.	23A Natural	13.25	14.25	14.50	16.47
7.	34R (Peastone)	15.75	19.00	18.50	22.02
8.	4G Limestone	17.75	17.05	18.55	18.70*
9.	6A Natural	17.25	20.25	17.75	22.27
10.	6A Limestone	17.80	22.95	21.50	28.73
11.	4A Limestone	No Bid	21.50	23.50	No Bid
12.	1" X 3" Limestone	17.25	18.25	18.50	22.70
13.	2" x 4" Landscape/Float	No Bid	23.50	31.50	No Bid
14.	4" – 8" Rip Rap	25.00	28.00	27.50	No Bid
15.	3 X 1 Blast Furnace Slag	No Bid	18.45	21.50	22.70
16.	Chloride-treated Sand	29.85	N/A		No Bid
	Deviations/ Exceptions		Pricing good for 1 year. Price increase from suppliers/fuel in 2017 will be reflected in the per unit ton price		Alternate bid 21AA BF for 21A & 21AA LS. Alternate bid 4G BF for 4G LS. Alternate bid 3"x1" BF for 1"X3" Limestone.

# CONTRACT FOR AGGREGATE MATERIALS

Ellsworth Industries Inc.

## **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, whose address is PO Box 5366, 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 two (2) years. Upon mutual consent of the Client and the Contractor, the contract may be renewed one (1) additional year at the same prices, terms, and conditions of the original contract.

#### **Article III. Contract Price and Payment.**

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

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

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

**Article IV: Termination.**

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

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

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

**Article V: Independent Contractor/Vendor Relationship.**

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

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

B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-

contracted to perform the work, or any part thereof, unless approved by the Client in advance.

**Article VI:            Liability and Insurance.**

- A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.
- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A.

**Article VII:            Information.**

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

**Article VIII:            General Provisions.**

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the 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. Dispute Resolution/Arbitration. The parties agree that any disputes regarding a claimed violation of this agreement shall first be submitted in writing to the other party in an attempt to settle the matter before pursuing other legal actions or notices provided for in this agreement. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response from the other party, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary. The aforementioned initial written communications between the parties also shall indicate whether the party is willing to submit the dispute to binding arbitration, non-binding mediation or other form of alternate dispute resolution, and share equally the costs for same. Upon the parties agreeing to any such method of dispute resolution and a timetable for doing so, pursuit of other legal actions shall be deferred until the process has been completed. In any binding arbitration, the arbitrator shall provide a written statement of the reasons and basis for an award or decision, a judgment of the Oakland County Circuit Court may be entered based on the arbitration award or decision, and each party shall be responsible for their own costs and attorney fees.
- F. 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.
- G. 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: Chad Monteith, President
- H. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.



- I. 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.
- J. 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.
- K. 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:

ELLSWORTH INDUSTRIES

*Mary Miller*  
\_\_\_\_\_

*Chad Monteith*  
\_\_\_\_\_

Date: 6-27-16

By: Chad Monteith  
Its: President

1275476.3

CITY OF NOVI  
AGGREGATE MATERIALS BID AWARD TO ELLSWORTH INDUSTRIES

	<b>Description</b>	<b>Ellsworth Industries</b>
1.	Natural Sand 2NS	12.20
2.	Fill Sand (Bank Run)	7.50
3.	21A Limestone	13.75
4.	21AA Limestone	13.75
5.	22A Natural	13.25
6.	23A Natural	13.25
7.	34R (Peastone)	15.75
9.	6A Natural	17.25
10.	6A Limestone	17.80
12.	1" X 3" Limestone	17.25
14.	4" – 8" Rip Rap	25.00
16.	Chloride-treated Sand	29.85



CITY OF NOVI  
BID FORM

AGGREGATE MATERIALS

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

Item	MATERIAL	POTENTIAL TONS ANNUALLY	Unit Price/Ton (delivered)
1	Natural Sand 2NS	300	\$ 12.20
2	Fill Sand (Bank Run)	300	\$ 7.50
3	21A Limestone	500	\$ 13.75
4	21AA Limestone	1,500	\$ 13.75
5	22A Natural	1,800	\$ 13.25
6	23A Natural	400	\$ 13.25
7	34R (Peastone)	200	\$ 15.75
8	4G Limestone	200	\$ 17.75
9	6A Natural	1,500	\$ 17.25
10	6A Limestone(3/4")	100	\$ 17.80
11	4A Limestone	1,000	NO BID
12	1" X 3" Limestone	400	\$ 17.25
13	2" x 4" Landscape/Float Stone	400	NO BID
14	4" - 8" Rip Rap	100	\$ 25.00
15	3 X 1 Blast Furnace Slag	100	NO BID
16	Chloride-treated Sand	600	\$ 29.85

**ORDERING PROCEDURES:**

Contact person CHAD MONTETH  
 Telephone number 313-218-4790  
 Hours of operation 24 Hours  
 Minimum order quantity 50 TON  
 Materials will be delivered within 24 Hours hours after order is called in.

**DEVIATIONS/EXCEPTIONS:**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMENTS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Company CITY OF FARMINGTON HILLS DPW  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Contact name BRIAN

Company CITY OF SOUTHFIELD DPW  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Contact name JUSTIN

Company CITY OF ANN ARBOR  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Contact name KIEK

We acknowledge receipt of the following Addenda: \_\_\_\_\_  
(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) FULLSWORTH INDUSTRIES

Address P.O. Box 5366

City PLYMOUTH State MI Zip 48170

Telephone 313-215-4290 Fax 248-465-9936

Representative's Name (please print) CHAD MONTFITH

Representative's Title PRESIDENT

Representative's Signature 

E-mail CMONTFITH519@COMCAST.NET

Date 6/7/16



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

The City of Novi will receive sealed bids for **Aggregate Materials** according to the specifications of the City of Novi.

Sealed bids will be received until **3:00 P.M.** prevailing Eastern Time, **Tuesday, June 14, 2016**, at which time bids will be opened and read. Bids shall be addressed as follows and delivered to:

**CITY OF NOVI  
CITY CLERK'S OFFICE**  
45175 Ten Mile Rd.  
Novi, MI 48375-3024

All bids must be signed by a legally authorized agent of the bidding firm. **OUTSIDE OF ENVELOPES MUST BE CLEARLY MARKED "AGGREGATE MATERIALS" 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.

Sue Morianti  
Purchasing Manager

Notice Dated: May 31, 2016

**NOTICE TO BIDDERS:**

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



**CITY OF NOVI**  
**AGGREGATE MATERIALS**  
**INSTRUCTIONS TO BIDDERS**

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

**IMPORTANT DATES**

Bid Issue Date	May 31, 2016
Last Date for Questions	Tuesday, June 7, 2016, by 12:00 p.m. Please submit all questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
<b>Response Due Date</b>	<b>Tuesday, June 14, 2016, by 3:00 p.m.</b>

**BID SUBMITTALS**

An **original (signed in ink)** of each bid must be submitted. **Do not submit the entire bid package with your bid. It is only necessary to submit the bid form.** 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](http://www.mitn.info). Any addendum issued by the City shall become part of the ITB and subsequent contract and shall be taken into account by each bidder in preparing its bid. Only written addenda is binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

**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.

**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.

**CONTRACT AWARD**

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

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

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

**SUBMISSION OF BID**

Bids must be submitted in a sealed envelope. Outside of mailing envelope must be clearly 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 City Clerk's Office, on or before the specified time and date. There will be no exceptions to this requirement. Bid is considered received when in the possession of the City Clerk. 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.

Bids must be clearly prepared and legible and 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.* ANY CHANGES MADE ON BID FORMS MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.

***Bid must be submitted in the company name that will be invoicing the City. The City will only make payments to the company name as included in the bid and contract.***

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.

Any samples, CDs, DVDs or any other items submitted with your bid will not be returned to the contractor.

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.

#### **EXCEPTIONS**

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

## GENERAL CONDITIONS

### **FREIGHT CHARGES**

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

### **TAX EXEMPTION**

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

### **INVOICING**

Invoices must be mailed to City of Novi, Attn: Finance Department, 45175 Ten Mile Road, Novi, MI 48375, or emailed to: [invoices@cityofnovi.org](mailto:invoices@cityofnovi.org)

### **CONTRACT TERMINATION**

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

### **TRANSFER OF CONTRACT/SUBCONTRACTING**

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

### **CONTRACT RENEWAL**

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

### **NO EXCLUSIVE CONTRACT**

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option.

### **NON-DISCRIMINATION**

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

**ACCEPTANCE OF BID CONTENT**

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

**DISCLOSURE**

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

**ECONOMY OF PREPARATION**

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

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

**INDEPENDENT PRICE DETERMINATION**

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

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

Each person signing the proposal certifies that:

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

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



**CITY OF NOVI**  
**AGGREGATE MATERIALS**  
**SPECIFICATIONS**

1. Overview

The City of Novi is soliciting bids for aggregate materials.

2. General

With the exception of commercial materials, all materials shall comply with the 2003 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 two (2) years. Upon mutual consent of the City and the successful bidder, the contract may be renewed for one (1) year at the same terms and conditions of the original contract.

4. Materials.

- a. MDOT Fine Granular Material.
  - i. Natural Sand 2NS
  - ii. Fill Sand (bank run)
- b. MDOT Dense-Graded Aggregates
  - i. 21A Limestone
  - ii. 21AA Limestone
  - iii. 22A Natural
  - iv. 23A Natural
- c. MDOT Open-Graded Aggregates.
  - i. 34R (peastone)
  - 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

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. Quantities to be delivered will be based on amounts needed at the time orders are placed. The bidder, however, shall provide quantities actually ordered by the City for the entire contract period.

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: DPS Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

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

Delivery Hours: Monday – Friday, 7:30 a.m. to 3:30 p.m.  
Special delivery hours may be arranged by consent of both parties.



## INSURANCE REQUIREMENTS

### ATTACHMENT A

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

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

#### **ADDITIONAL REQUIREMENTS**

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

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

San Marino Excavating, Inc.

## **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 San Marino Excavating, Inc., whose address is 5550 Mitchel Way, Howell, MI 48843, (hereinafter referred to as "Contractor").

### **THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:**

#### **Article I. Statement and Performance of Work.**

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

#### **Article II. Timing of Performance.**

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

#### **Article III. Contract Price and Payment.**

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

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

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

**Article IV: Termination.**

- A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days notice in writing of such termination.
2. For convenience: The Client may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The Client shall pay all reasonable costs incurred by the Contractor up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.
- B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

**Article V: Independent Contractor/Vendor Relationship.**

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

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

- B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-

contracted to perform the work, or any part thereof, unless approved by the Client in advance.

**Article VI:        Liability and Insurance.**

- A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.
- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A.

**Article VII:        Information.**

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

**Article VIII:        General Provisions.**

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the 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. Dispute Resolution/Arbitration. The parties agree that any disputes regarding a claimed violation of this agreement shall first be submitted in writing to the other party in an attempt to settle the matter before pursuing other legal actions or notices provided for in this agreement. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response from the other party, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary. The aforementioned initial written communications between the parties also shall indicate whether the party is willing to submit the dispute to binding arbitration, non-binding mediation or other form of alternate dispute resolution, and share equally the costs for same. Upon the parties agreeing to any such method of dispute resolution and a timetable for doing so, pursuit of other legal actions shall be deferred until the process has been completed. In any binding arbitration, the arbitrator shall provide a written statement of the reasons and basis for an award or decision, a judgment of the Oakland County Circuit Court may be entered based on the arbitration award or decision, and each party shall be responsible for their own costs and attorney fees.
- F. 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.
- G. 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: Joe Riccardi, President
- H. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.

- I. 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.
- J. 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.
- K. 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:

SAN MARINO EXCAVATING, INC.

  
\_\_\_\_\_  
Date: 6.28.16

  
\_\_\_\_\_  
By: Joe Riccardi  
Its: President

CITY OF NOVI  
AGGREGATE MATERIALS BID AWARD TO SAN MARINO EXCAVATING, INC.

	Description	San Marino Excavating
8.	4G Limestone	17.05
11.	4A Limestone	21.50
13.	2" x 4" Landscape/Float	23.50
15.	3 X 1 Blast Furnace Slag	18.45
	Deviations/ Exceptions	Pricing good for 1 year. Price increase from suppliers/fuel in 2017 will be reflected in the per unit ton price



CITY OF NOVI  
BID FORM

AGGREGATE MATERIALS

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

Item	MATERIAL	POTENTIAL TONS ANNUALLY	Unit Price/Ton (delivered)
1	Natural Sand 2NS	300	\$14.25
2	Fill Sand (Bank Run)	300	\$9.-
3	21A Limestone	500	\$18.45
4	21AA Limestone	1,500	\$18.45
5	22A Natural	1,800	\$14.25
6	23A Natural	400	\$14.25
7	34R (Peastone)	200	\$19.-
8	4G Limestone	200	\$17.05
9	6A Natural	1,500	\$20.25
10	6A Limestone(3/4")	100	\$22.45
11	4A Limestone	1,000	\$21.50
12	1" X 3" Limestone	400	\$18.25
13	2" x 4" Landscape/Float Stone	400	\$23.50
14	4" - 8" Rip Rap	100	\$28.-
15	3 X 1 Blast Furnace Slag	100	\$18.45
16	Chloride-treated Sand	600	N/A

**ORDERING PROCEDURES:**


Contact person Soc Ricciardi or Matt Walker  
 Telephone number (517) 518-8890  
 Hours of operation 7:00 am - 7:00 pm M-F  
 Minimum order quantity 50 tons (1 Train)  
 Materials will be delivered within 24 hours after order is called in.



**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) San Marino Excavating, Inc  
Address 5550 Mitchel Way  
City Howell State MI Zip 48843  
Telephone 517-518-8890 Fax 248-486-5612  
Representative's Name (please print) Ryan Callaghan  
Representative's Title Estimator  
Representative's Signature   
E-mail Ryan@sanmarinoexcavating.com  
Date 6-14-16

**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.

Pricing good for 1 yr; Price increase from suppliers / fuel in 2017 will be reflected in per unit ton price.

**COMMENTS:**

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

Company Detroit Ready Mix Concrete, inc.  
Address 9189 Central, Detroit MI 48204  
Phone 313-931-7043 Contact name Bonky

Company Livingston County Concrete, inc.  
Address 550 W. Old US 23, Brighton MI 48114  
Phone 810-632-3030 Contact name MIKE

Company Ajax Paving Industries, inc.  
Address 1957 Crooks Suite A, Troy MI 48084  
Phone 248-244-3300 Contact name Brian Borich

**We acknowledge receipt of the following Addenda:** \_\_\_\_\_  
(please indicate numbers)



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

**AGGREGATE MATERIALS**

The City of Novi will receive sealed bids for **Aggregate Materials** according to the specifications of the City of Novi.

Sealed bids will be received until **3:00 P.M.** prevailing Eastern Time, **Tuesday, June 14, 2016**, at which time bids will be opened and read. Bids shall be addressed as follows and delivered to:

**CITY OF NOVI  
CITY CLERK'S OFFICE  
45175 Ten Mile Rd.  
Novi, MI 48375-3024**

All bids must be signed by a legally authorized agent of the bidding firm. **OUTSIDE OF ENVELOPES MUST BE CLEARLY MARKED "AGGREGATE MATERIALS" 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.

Sue Morianti  
Purchasing Manager

Notice Dated: May 31, 2016

**NOTICE TO BIDDERS:**

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



**CITY OF NOVI**  
**AGGREGATE MATERIALS**  
**INSTRUCTIONS TO BIDDERS**

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

**IMPORTANT DATES**

Bid Issue Date	May 31, 2016
Last Date for Questions	Tuesday, June 7, 2016, by 12:00 p.m. Please submit all questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	<b>Tuesday, June 14, 2016, by 3:00 p.m.</b>

**BID SUBMITTALS**

An **original (signed in ink)** of each bid must be submitted. **Do not submit the entire bid package with your bid. It is only necessary to submit the bid form.** 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](http://www.mitn.info). Any addendum issued by the City shall become part of the ITB and subsequent contract and shall be taken into account by each bidder in preparing its bid. Only written addenda is binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

**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.

**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.

**CONTRACT AWARD**

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

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

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

**SUBMISSION OF BID**

Bids must be submitted in a sealed envelope. Outside of mailing envelope must be clearly 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 City Clerk's Office, on or before the specified time and date. There will be no exceptions to this requirement. Bid is considered received when in the possession of the City Clerk. 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.

Bids must be clearly prepared and legible and 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.* ANY CHANGES MADE ON BID FORMS MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.

***Bid must be submitted in the company name that will be invoicing the City. The City will only make payments to the company name as included in the bid and contract.***

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.

Any samples, CDs, DVDs or any other items submitted with your bid will not be returned to the contractor.

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.

**EXCEPTIONS**

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

## GENERAL CONDITIONS

### **FREIGHT CHARGES**

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

### **TAX EXEMPTION**

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

### **INVOICING**

Invoices must be mailed to City of Novi, Attn: Finance Department, 45175 Ten Mile Road, Novi, MI 48375, or emailed to: [invoices@cityofnovi.org](mailto:invoices@cityofnovi.org)

### **CONTRACT TERMINATION**

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

### **TRANSFER OF CONTRACT/SUBCONTRACTING**

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

### **CONTRACT RENEWAL**

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

### **NO EXCLUSIVE CONTRACT**

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option.

### **NON-DISCRIMINATION**

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

**ACCEPTANCE OF BID CONTENT**

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

**DISCLOSURE**

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

**ECONOMY OF PREPARATION**

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

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

**INDEPENDENT PRICE DETERMINATION**

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

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

Each person signing the proposal certifies that:

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

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





**CITY OF NOVI**  
**AGGREGATE MATERIALS**  
**SPECIFICATIONS**

1. Overview  
The City of Novi is soliciting bids for aggregate materials.
2. General  
With the exception of commercial materials, all materials shall comply with the 2003 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 two (2) years. Upon mutual consent of the City and the successful bidder, the contract may be renewed for one (1) year at the same terms and conditions of the original contract.
4. Materials.
  - a. MDOT Fine Granular Material.
    - i. Natural Sand 2NS
    - ii. Fill Sand (bank run)
  - b. MDOT Dense-Graded Aggregates
    - i. 21A Limestone
    - ii. 21AA Limestone
    - iii. 22A Natural
    - iv. 23A Natural
  - c. MDOT Open-Graded Aggregates.
    - i. 34R (peastone)
    - 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
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. Quantities to be delivered will be based on amounts needed at the time orders are placed. The bidder, however, shall provide quantities actually ordered by the City for the entire contract period.

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: DPS Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375  
Or, to another location within the City limits as directed  
by the DPS Director or his authorized representative.

Delivery Hours: Monday – Friday, 7:30 a.m. to 3:30 p.m.  
Special delivery hours may be arranged by consent of  
both parties.



## INSURANCE REQUIREMENTS

### ATTACHMENT A

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

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

**ADDITIONAL REQUIREMENTS**

**HOLD HARMLESS/INDEMNITY**

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

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

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