



## CITY of NOVI CITY COUNCIL

Agenda Item 2  
September 15, 2014

**SUBJECT:** Approval to award a unit price contract to Scodeller Construction Inc., the low bidder, for the FY14/15 Joint and Crack Sealing Program in the estimated amount of \$141,500. The contract term is one year with two one-year extensions.

**SUBMITTING DEPARTMENT:** Department of Public Services -- Field Operations Division <sup>RS</sup> <sup>M.W.</sup>

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>\$ 141,500 (Estimated)</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 205,250 (202-202.00-866.010 \$100,000) (203-203.00-866.010 \$105,250)</b>
<b>APPROPRIATION REQUIRED</b>	<b>N/A</b>
<b>LINE ITEM NUMBER</b>	<b>202-202.00-866.010 (Major Roads – Routine Maintenance – Contract Joint – Crack Seal, \$90,000) 203-203.00-866.010 (Local Roads – Routine Maintenance – Contract Joint – Crack Seal, \$51,500)</b>

### BACKGROUND INFORMATION:

One of the primary goals of the Department of Public Services' asset management program is the preservation of the City's roadways to prevent costly reconstruction. Preventative and routine maintenance, including crack sealing, road patching, curb repairs, and shoulder grading must be regularly performed to help keep the relatively good roads in good condition. This program consists of joint sealing of concrete roads and overband crack sealing of asphalt roads to limit water infiltration that can lead to premature failures. The objective of preventative maintenance is to preserve good quality roads using lower-cost rehabilitation techniques, rather than allowing the roads to deteriorate to a point that requires road reconstruction involving much more effort at a significantly higher cost.

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

Two bids were received and opened on September 3, 2014 following a public bid solicitation period. The lowest bidder is Scodeller Construction Inc. (Scodeller). Scodeller's bid is recommended as being in the best interest of the City as it is responsive (i.e., Scodeller's has complied with all requirements of the bidding instructions) and it is the lowest price. Positive recommendations were provided by the City of Southfield and Genoa Township. A bid tabulation is enclosed.

The previous joint and crack seal contract held by Carr's Outdoor Services will not be renewed due to performance concerns.

The roadways receiving joint and crack sealing treatments will be determined by using the PASER system maintenance treatment criteria. This work is being awarded now so that major roadway maintenance can be performed this season. Otherwise, the bulk of the work is scheduled to begin next spring and be completed by June 30, 2015.

**RECOMMENDED ACTION:** Approval to award a unit price contract to Scodeller Construction Inc., the low bidder, for the FY14/15 Joint and Crack Sealing Program in the estimated amount of \$141,500. The contract term is one year with two one-year extensions.

	1	2	Y	N
<b>Mayor Gaff</b>				
<b>Mayor Pro Tem Staudt</b>				
<b>Council Member Casey</b>				
<b>Council Member Fischer</b>				

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

CITY OF NOVI  
 Joint & Crack Sealing Program - Bid Tabulation  
 September 3, 2014 2:00 P.M.

Company	Est. Quantity	Scodeller Unit Prices	Scodeller Construction Total	Michigan Joint Sealing Unit Prices	Michigan Joint Sealing Total
Item 1 - Overband Crack Seal (LF)	75,000	\$ 1.38	\$ 103,500.00	\$ 1.92	\$ 144,000.00
Item 2 - Hot Poured Joint Sealant (LF)	50,000	\$ 0.75	\$ 37,500.00	\$ 0.92	\$ 46,000.00
Item 3 - Traffic Maintenance Control (days)	5	\$ 100.00	\$ 500.00	\$ 200.00	\$ 1,000.00
<b>TOTAL BID</b>			<b>\$ 141,500.00</b>		<b>\$ 191,000.00</b>
Acknowledged addenda		Yes		Yes	
Exceptions		none		none	
Comments		none		none	



## CONTRACT FOR JOINT AND CRACK SEALING SERVICES

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, 45175 Ten Mile, Novi, Michigan 48375 "City", and \_\_\_\_\_, whose address is \_\_\_\_\_, "Contractor."

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

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

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

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

Payment. The City agrees to pay the Contractor based on unit pricing included in Exhibit A after satisfactory completion of the work and receipt of an invoice for the completed work from the Contractor, accompanied by a sworn statement and full unconditional waivers of lien, confirming that all subcontractors and any material suppliers have been paid in full. The City will attempt, but cannot guarantee, payment within 30 days due to the fact that all payments must be approved by City Council at Council meetings. By signing this contract, contractor accepts these conditions.

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

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

reason of personal injury and/or property damages which arises out of or is in any way connected or associated with this Contract.

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

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

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

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

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

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

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

City: Victor Cardenas, Interim City Manager and Maryanne Cornelius, City Clerk

Contractor:

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



Contract Termination. The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancelation shall be clearly stated in the written notice. In the event of termination Contractor shall be paid as compensation in full for services performed to that date an amount calculated for that particular project. Such amount shall be paid by the City upon Contractor delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been prepared and/or accumulated by Contractor in performing the services up to the date of termination.

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

WITNESS AND DATES  
OF SIGNATURES:

CITY OF NOVI

\_\_\_\_\_

\_\_\_\_\_

By: Robert J. Gatt  
Its: Mayor

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

\_\_\_\_\_

\_\_\_\_\_

By: Maryanne Cornelius  
Its: Clerk

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

CONTRACTOR

\_\_\_\_\_

\_\_\_\_\_

By:  
Its:

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



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

**JOINT AND CRACK SEALING PROGRAM**

The City of Novi will receive sealed bids for **Joint and Crack Sealing Program** according to the specifications of the City of Novi.

Sealed bids will be received until **2:00 P.M.** prevailing Eastern Time, **Wednesday, September 3, 2014** 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 MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "JOINT AND CRACK SEALING PROGRAM BID" AND MUST BEAR THE NAME OF THE BIDDER.**

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

Sue Morianti  
Purchasing Manager

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Notice Dated: August 18, 2014

**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**  
**JOINT AND CRACK SEALING PROGRAM**  
**INSTRUCTIONS TO BIDDERS**

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

**IMPORTANT DATES**

Bid Issue Date	August 18, 2014
Last Date for Questions	Tuesday, August 26, 2014 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>Wednesday, September 3, 2014 by 2:00 P.M.</b>

**QUESTIONS**

Please email all questions to the staff member listed above. Please type the name of the bid in the subject line. If you type anything else in the subject line, your email may be deleted as spam.

**BID SUBMITTALS**

Provide **four (4)** copies of your bid, **one (1)** unbound signed and clearly marked as ORIGINAL, and **three (3)** copies of the original bid, clearly marked as COPY. Original bid may be clipped but should not be stapled or bound. Copies may be stapled and bound. The original and copies should be identical, excluding the obvious difference in labeling. 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.

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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.



**SUBMISSION OF BID**

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

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

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

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

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

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

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.

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

**CONSIDERATION OF BIDS**

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

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

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



### **RESPONSIVE BIDS**

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unit prices shall be submitted if space is provided on bid form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is not provided. Any exceptions to the specifications must be noted on the bid form.

### **EXCEPTIONS**

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

### **CONTRACT AWARD**

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

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

### **BID BOND**

A Bid must be accompanied by Bid security made payable to OWNER (City of Novi) in an amount of 5% of Bidder's maximum Bid price. The required security must be in the form of a certified or bank cashier's check made payable to the City of Novi or a Bid bond by a surety licensed to conduct business in the State of Michigan and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Attorneys-in-fact who execute the Bid Security or Bid Bond on behalf of the Surety shall affix to the bond a certified copy of the power of attorney. The Bid security of the successful Bidder will be retained until the Agreement has been executed and the successful bidder has furnished the required Contract security, whereupon Bid Security will be returned. If Bidder fails to execute and deliver the Agreement and furnish the required Contract security within ten days of receipt of the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid Security of any bidder whom owner believes to have a



reasonable chance of receiving the Award may be retained by the OWNER until the earlier of the seven (7) days after the effective date of the Agreement or 90 days after the bid opening. Bid Security of other Bidders will be returned within seven (7) days of the Bid Award.

**PERFORMANCE, PAYMENT, AND MAINTENANCE AND GUARANTEE BONDS**

Performance, Payment, and Maintenance and Guarantee Bonds shall be provided by the successful bidder within 15 days of award of contract.

**PLEASE NOTE: WE REQUIRE THE BOND LANGUAGE AS SHOWN IN THESE BID SPECIFICATIONS. THERE WILL BE NO EXCEPTIONS. WE STRONGLY RECOMMEND THAT THE CONTRACTOR CHECK WITH THEIR SURETY TO MAKE SURE THEY CAN OBTAIN BOND WITH THIS LANGUAGE WITHIN 15 DAYS OF THE CONTRACT AWARD.**

PERFORMANCE BOND

The successful bidder will be required to enter into a contract with the City of Novi. A performance bond equal to one hundred percent (100%) of the contract sum shall be required.

PAYMENT BOND

The successful bidder shall be required to furnish a Payment Bond equal to 100% of the contract sum as security for payment of all persons performing labor, furnishing materials and equipment rental in connection with this contract.

MAINTENANCE AND GUARANTEE BOND

The successful bidder shall be required to furnish a Maintenance and Guarantee Bond, equal to 100% of the **final** contract sum, for a period of two (2) years from the date of City Council acceptance of Final Payment, to keep in good order and repair any defect in all the work done under this contract, either by the principal or his subcontractors.

## GENERAL CONDITIONS

### **INSURANCE**

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

### **TAX EXEMPTION**

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful bidder with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

### **FREIGHT CHARGES/SHIPPING/HANDLING**

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

### **DOWN-PAYMENTS OR PRE-PAYMENTS**

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

### **INVOICING**

Invoice must be mailed to: City of Novi, Attn: Finance Department, 45175 Ten Mile Road, Novi, MI 48375

### **PAYMENT**

By submitting a bid, contractor understands that the City will make the effort to make payment within 30 days, but cannot guarantee payments within 30 days. All payments must be approved by City Council which generally holds meetings on the first & third Monday of each month. However, there are occasions when they hold meeting on different days or may go 3 weeks between meetings.

### **CONTRACT TERMINATION**

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

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

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

### **NON-DISCRIMINATION**

In the hiring of employees for the performance of work described in this ITB and subsequent contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry,



place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

**ACCEPTANCE OF BID CONTENT**

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

**DISCLOSURE**

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

**ECONOMY OF PREPARATION**

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

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

**MATERIAL SAFETY DATA SHEETS (MSDS)**

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

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including:
  - a) The potential for fire, explosion, corrosivity, and reactivity;
  - b) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - c) The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

**INDEPENDENT PRICE DETERMINATION**

By submission of a proposal, the offerer 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 offerer or with any other Competitor; and

(b) No attempt has been made or will be made by the offerer 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 offerer'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 offerer'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**  
**JOINT AND CRACK SEALING PROGRAM**  
**SPECIFICATIONS**

**BACKGROUND**

The City of Novi Department of Public Services is requesting bids to perform joint sealing (concrete roads) and overband crack sealing (HMA roads) throughout the City. The successful bidder shall have significant experience with similar crack treatment projects.

The amount budgeted for the program for this fiscal year (July 2014 – June 2015) is \$205,250. There is no guarantee of the amount that will be budgeted for the following years.

**SCOPE**

A brief scope of the project includes the following items:

1. Overband crack filling to be performed in general conformance with 2012 MDOT Standard Specifications for Construction, Section 502, or as otherwise specified herein.
2. Resealing Joints with hot-poured rubber to be performed in general conformance with 2012 MDOT Standard Specifications for Construction, Section 602, or as otherwise specified herein.
3. The accepted bids shall encompass all labor, equipment and materials required to complete the scope. All work shall comply with the City of Novi Code of Ordinances.

**SPECIFICATIONS**

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1. Overband Crack Fill:

- A. Clean cracks in existing HMA pavement and remove existing damaged or deteriorating overband, loose dirt, vegetation and foreign material. Furnish and use a compressed air system that produces a continuous, high-volume, high pressure stream of clean dry air that can produce a minimum of 100 psi and continuous 150 cfm air flow.
- B. Provide a melter applicator consisting of a boiler kettle equipped with pressure pump, hose and applicator wand. Equip the hose with shutoff control. Place a mechanical full-sweep agitator in the kettle to provide continuous blending. Equip the unit with thermometers to monitor the material temperature and heating oil temperature. Provided thermostatic controls that allow the operator to regulate material temperature up to 425 deg F.

- C. When using field mixed material, add the polyester fibers to the polymer modified asphalt cement and thoroughly mix in the kettle. Do not exceed 400 deg F in the field mix or prepackaged material.
- D. Apply the material by either a wand followed by a "V" or "U" shaped squeegee or a round application head having a concave underside. Apply 4 inches wide for standard coverage. Apply sealant at a thickness of 1/8 to 3/16 inch. Apply to dry and thoroughly cleaned cracks. Fill all visible cracks in the roadbed.
  - 1. Place material when the pavement temperature is 40 deg F or greater.
  - 2. Do not place material if moisture is present in the crack.
- E. Apply de-tackifying solution to protect the uncured crack treatment material from tracking. Do not permit traffic on the overband crack filler until de-tackifying solution has been applied or the material has cooled sufficiently to prevent tracking by vehicle tires.
- F. The completed work as measured for Overband Crack Fill will be paid for at the contract unit price for the following contract item (pay item):

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Overband Crack Fill	Pound

Overband crack fill shall be measured by the pound of material used.

- G. The contract unit price shall be payment in full for all labor, materials, and equipment necessary to seal all exposed cracks and joints in the HMA pavement.

2. Resealing Joints with Hot-Poured Rubber

The completed work as measured for RESEALING JOINTS WITH HOT-POURED RUBBER will be paid for at the contract unit prices for the following contract items (pay items):

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Resealing Joints with Hot-Poured Rubber	Foot

- A. Resealing joints with hot-poured rubber shall be measured by the lineal foot from end to end of the joint.
- B. The contract unit price shall be payment in full for all labor, materials, and equipment necessary to seal longitudinal and transverse joints with hot-poured rubber. Cleaning and removal of existing joint material prior to resealing the joint shall be considered incidental to the joint repair.



3. Traffic Maintenance and Control:

During the progress of the work, the Contractor shall accommodate both vehicular and pedestrian traffic.

A. Traffic control will be required for crack filling operations on all non-local roads as directed by the City.

B. The completed work as measured for Traffic Maintenance and Control will be paid for at the contract unit price for the following contract item (pay item):

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Traffic Maintenance and Control	Day

C. Traffic control will be measured on a per day basis, per day of actual work performed requiring traffic control, as directed by the City, for work performed on non-local roads.

D. A non-local road is defined as a two-lane, medium-volume road.

**TYPE OF CONTRACT**

If a contract is executed as a result of the bid, it stipulates a fixed price for products/ services. The contract period will be for one (1) year. Anticipated contract start date is 09/16/14. *Upon mutual consent of the City of Novi and the successful contractor, the contract may be renewed two (2) times in one (1) year increments at the same prices, terms and conditions of the original contract.*



**CITY OF NOVI  
INSURANCE REQUIREMENTS  
ATTACHMENT A**

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
  - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
  - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
  - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, contractor may agree to provide notice of such cancellation or reduction.
3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 West 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.

**REQUIRED BOND LANGUAGE**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_  
as Principal, hereinafter called the CONTRACTOR, and \_\_\_\_\_  
\_\_\_\_\_ as Surety, hereinafter called Surety, and held and firmly bound unto

CITY OF NOVI, MICHIGAN

as Obligee, hereinafter called the OWNER, in the amount of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
for the payment of which the CONTRACTOR and SURETY bind themselves, their heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these  
presents.

WHEREAS, the CONTRACTOR has been awarded a Contract by the  
OWNER for the construction of

*Joint and Crack Sealing Program*

in accordance with Plans and Specifications prepared by *City of Novi*, which award  
was conditioned on the CONTRACTOR providing this Performance Bond and which  
Contract upon being fully executed by the OWNER and the CONTRACTOR shall by  
reference automatically be made a part hereof, and is hereinafter referred to as "the  
Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the  
CONTRACTOR shall promptly and faithfully perform said Contract, in accordance with  
the terms and conditions of the Contract, then the CONTRACTOR and SURETY shall  
have no further obligation under this bond; otherwise it shall remain in full force and  
effect, subject, however, to the following conditions.

1. The SURETY hereby waives notice of any alteration or extension of  
time under the Contract made by the OWNER.

2. SURETY'S obligation under this Performance Bond shall arise after  
the OWNER has declared a Contractor Default as defined below, formally terminated  
the Contract or the CONTRACTOR'S right to complete the Contract, and notified the  
SURETY of the OWNER'S claim under this Performance Bond.

3. When the OWNER has satisfied the conditions of Paragraph 2  
above, the SURETY shall, at the SURETY'S sole cost and expense, undertake one or more  
of the following actions:

a. Arrange for the CONTRACTOR to perform and complete the  
Contract; provided, however, that the SURETY may not proceed with this option, except



## REQUIRED BOND LANGUAGE

upon the express written consent of the OWNER, which consent may be withheld by the OWNER for any reason; or

b. Perform and complete the Contract itself, through qualified contractors who are acceptable to the OWNER, through a contract between the SURETY and qualified contractors, performance and completion of which shall be undertaken in strict accordance with the terms and conditions of the Contract, including (but not limited to) time for completion; or

c. Tender payment to the OWNER in the amount of all losses incurred by the OWNER as a result of the Contractor Default, as determined by the OWNER, for which the SURETY is liable to the OWNER, including all costs of completion of the Contract and all consequential losses, costs, and expenses incurred by the OWNER as a result of the Contractor Default, and including all unpaid fees or payments owed to the OWNER by the CONTRACTOR under the Contract, except that SURETY'S payment under this option shall in no event exceed the limit of the Bond Amount. The SURETY may not proceed with this option, in lieu of the options set forth in paragraphs (a) or (b) above, except upon the express written consent of the OWNER, which consent may be withheld by the OWNER for any reason.

4. The SURETY shall proceed under Paragraph 3, above, within fourteen (14) business days after notice from the OWNER to the SURETY of the Contractor Default, of the formal termination of the Contract or the CONTRACTOR'S right to complete the Contract, and of the OWNER'S intention to have SURETY complete the Contract, except that SURETY shall proceed within twenty-four (24) hours after notice where the notice states that immediate action by SURETY is necessary to safeguard life or property.

5. If SURETY fails to proceed in accordance with Paragraphs 3 and 4, above, then SURETY shall be deemed to be in default on this Performance Bond three (3) business days after receipt of written notice from OWNER to SURETY demanding that SURETY perform its obligations under this Performance Bond. Thereafter, if notice to SURETY is without effect, OWNER shall be entitled to enforce any legal or equitable remedies available to OWNER, including completion of the Contract by contractors of its own choosing or OWNER'S employees or agents, and CONTRACTOR and SURETY shall, jointly and severally, be liable for all costs of such completion and all consequential losses, costs, and expenses so incurred (including all unpaid fees and expenses owed to the OWNER by the CONTRACTOR as a result of the CONTRACTOR'S default).

6. After OWNER has terminated the Contract or the CONTRACTOR'S right to complete the Contract, and if SURETY is proceeding under subparagraphs 3(a) or 3(b) above, then the responsibilities of SURETY to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the SURETY shall not be greater than those of the OWNER under the Contract. SURETY shall be obligated to the limit of Bond Amount as set forth on the front page; subject, however, to a commitment by the OWNER for payment to the SURETY of

## REQUIRED BOND LANGUAGE

the Balance of the Contract Price in mitigation of costs and damages on the Contract. SURETY shall be obligated, without duplication, for:

a. The responsibilities of CONTRACTOR for correction of defective or unsuitable work and performance and completion of the Contract.

b. Additional legal, design professional, and delay costs incurred by the OWNER as a result of the Contractor's Default, and as a result of SURETY'S actions or failures to act under Paragraph 5, above;

c. Liquidated damages as specified in the Contract, or, if no liquidated damages are specified in the Contract, actual damages and consequential damages incurred by the OWNER as a result of delayed performance or nonperformance of Contract by the CONTRACTOR or the SURETY; and

d. Payment of all unpaid and due and owing fees or payments owed to the OWNER under the Contract at the time of the Contractor Default.

7. To the extent of payment to the SURETY of the Balance of the Contract Price, SURETY shall defend, indemnify, and hold harmless OWNER from all claims, suits, causes of actions, and demands (including all costs of litigation and a reasonable attorney's fee), which are brought against the OWNER by the CONTRACTOR or by any other party and which arise from or by reason of payment to the SURETY the Balance of the Contract Price.

8. All notices to SURETY or CONTRACTOR shall be mailed or delivered to the respective addresses shown on the signature page. In the event of a change in address of SURETY or CONTRACTOR, such party shall promptly provide notice to the OWNER and the other party, with such notice to include the Contract number and this Performance Bond number.

9. Any provision of this Performance Bond that conflicts with the statutory or legal requirements of Michigan Public Act 213 of 1963 shall be deemed deleted here from and the provisions of such statutory or other legal requirements shall be deemed incorporated herein.

10. The law controlling the interpretation or enforcement of this Performance Bond shall be Michigan law.

### 11. Definitions

a. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including change orders and credits due the OWNER, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract and reduced further by all direct costs and expenses incurred by the OWNER as a result of the Contractor Default, including costs of additional supervision or inspection by OWNER of the CONTRACTOR'S work under the Contract and fees and expenses paid to





**REQUIRED BOND LANGUAGE**

**MAINTENANCE AND GUARANTEE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
hereinafter called the "Principal", and \_\_\_\_\_

\_\_\_\_\_ hereinafter called the "Surety," are held and firmly bound unto

CITY OF NOVI, MICHIGAN

Hereinafter called the "Owner," as Obligee, for the just and full sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$) )  
for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal was awarded a Contract by the Owner dated the \_\_\_\_\_ day of \_\_\_\_\_, for the construction of

*Joint and Crack Sealing Program*

AND WHEREAS, this Contract was awarded upon the express condition that the Principal would furnish a two (2) year Maintenance Bond from the date of formal acceptance by the City Council to repair or replace any deficiencies in Labor or Material;

AND WHEREAS, the Principal warrants the workmanship and all materials used in the construction installation, and completion of said project to be of good quality and constructed and completed in a workmanlike manner in accordance with the standards, specifications and requirements of the said job;

NOW, THEREFORE, the condition of this obligation is such that if the above Principal shall replace such defective material and shall repair all defects due to defective workmanship and/or materials that shall occur on or before two (2) years of final acceptance by Owner through resolution of the City Council, then this obligation shall be void, otherwise to be and remain in full force, effect and virtue.

If the Principal does not correct defects reported in writing by the Owner to the Principal and Surety by repair or replacement as directed by the Owner within the time required, which shall not be less than seven (7) days from service of the notice, the Owner shall have the right to perform or secure the performance of the corrections, with all costs and expenses in doing so, including an administrative fee equal to twenty-five percent (25%) of the repair costs, charged to and to be received from the Principal or Surety.



**REQUIRED BOND LANGUAGE**

Emergency repairs that are necessary to protect life and property may be undertaken by the Owner immediately and without advance notice to the Principal and Surety, with the cost and expense of the repair, plus the administrative fee, to be charged to and received from the Principal and Surety.

Any repairs the Owner may perform as provided in this Bond may be by Owner employees, agents, or independent contractors. The Owner shall not be required to utilize competitive bidding unless otherwise required by applicable law, with labor cost and expense charges when Owner employees are utilized to be based on the hourly cost to the Owner of the employee(s) performing the repair.

It is further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the Owner, its agents and other working on the Owner's behalf, harmless from all claims for damages or injuries to persons or property arising from or related to defects in work or materials, the correction of which are covered and guaranteed by this Bond, including claims arising under the worker's compensation laws of the State of Michigan.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

In the Presence of:

WITNESS

*(fill-in name of construction contractor)*

\_\_\_\_\_

Principal

\_\_\_\_\_

Title

\_\_\_\_\_

Surety

\_\_\_\_\_

Title

\_\_\_\_\_

Address of Surety

\_\_\_\_\_

Bond No.

City

Zip Code

**REQUIRED BOND LANGUAGE**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_  
as Principal, hereinafter called the CONTRACTOR, and \_\_\_\_\_  
\_\_\_\_\_

as SURETY, hereinafter called Surety, are held and firmly bound unto

CITY OF NOVI, MICHIGAN

as Obligee, hereinafter called the OWNER, for the use and benefit of claimants hereinbelow defined, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) (Amount shall be shown in both words and figures).

for the Payment of which the CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has been awarded a Contract by the OWNER for the construction of

*Joint and Crack Sealing Program*

in accordance with Plans and Specifications prepared by *City of Novi*, which award was conditioned on the CONTRACTOR providing this Payment Bond and which Contract upon being fully executed by the OWNER and the CONTRACTOR shall be referenced automatically be made a part hereof and is hereinafter referred to as "the Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor, material, and equipment used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however to the following conditions:

A. A claimant is defined as one having a direct contract with the CONTRACTOR or with a subcontractor of the CONTRACTOR for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.

B. The above named CONTRACTOR and SURETY hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been Paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant,



**REQUIRED BOND LANGUAGE**

and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

C. SURETY'S obligation to pay a Claimant under this Payment Bond is conditioned on the Claimant providing notice of, perfecting, and prosecuting its claim in compliance with the requirements of Michigan Public Act No. 213 of 1963, as amended, and other applicable Michigan law. Any provision of this Payment Bond that conflicts with the statutory or legal requirements set forth in Michigan Public Act 213 of 1963 shall be deemed deleted herefrom, and the provisions of such statutory or other legal requirements shall be deemed incorporated herein.

At least sixty (60) days prior written notice shall be given to the OWNER by the SURETY of any intention to cancel, replace, or materially alter this bond, such notice to be given by registered mail to the OWNER and Principal.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

In the Presence of:

WITNESS

*(insert Contractor's name)*

\_\_\_\_\_

Principal

\_\_\_\_\_

Title

WITNESS

\_\_\_\_\_

Surety

\_\_\_\_\_

Title

\_\_\_\_\_

Address of Surety

\_\_\_\_\_ Bond No.

\_\_\_\_\_ City Zip Code



**CITY OF NOVI  
BID FORM**

**JOINT AND CRACK SEALING PROGRAM**

We, the undersigned as bidder, propose to furnish to the City of Novi, according to the conditions and instructions attached hereto and made a part thereof:

No.	Description	Unit	Estimated Quantity	Unit Price	Total
1	Overband Crack Seal	LBS	75,000	\$ 1.38	\$ 103,500.00
2	Hot-Poured Joint Sealant	LF	50,000	\$ 0.75	\$ 37,500.00
3	Traffic Maintenance Control (Major Roads)	Days	5	\$ 100.00	\$ 500.00
<b>TOTAL BID PRICE</b>					<b>\$ 141,500.00</b>

**Unit Prices:**

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

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

Company See attached

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact name \_\_\_\_\_



EXCEPTIONS TO SPECIFICATIONS (all exceptions must be indicated here):

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

COMMENTS: \_\_\_\_\_

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

We acknowledge that we will be able to obtain the bonds with the City's required language within 15 days of the award.

Yes X No \_\_\_\_\_

We acknowledge receipt of the following Addenda: #1  
(please indicate numbers)

**NON-IRAN LINKED BUSINESS**

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

**THIS BID SUBMITTED BY:**

Company (Legal Registration) Scodeller Construction Inc

Address 51722 Grand River Avenue

City Wixom State MI Zip 48393

Telephone 248-374-1102 Fax 248-374-1109

Representative's Name (please print) Eamon Dwyer

Representative's Title Vice President

Representative's Signature [Signature]

E-mail matthew@scodellerconstruction.com

Date 9/3/14

# AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

Scodeller Construction, Inc.

51722 Grand River Avenue

Wixom, MI 48393

SURETY (Name, legal status and principal place of business):

Fidelity and Deposit Company of Maryland

600 Red Brook Blvd., 4th Floor

Owings Mills, MD 21117

OWNER (Name, legal status and address):

City of Novi

45175 Ten Mile Road

Novi, MI 48375-3024

Bond Amount: Five Percent (5%) of the attached bid-----

PROJECT : (Name, location or address, and Project number, if any):

Joint and Crack Sealing Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of September, 2014

(Witness)

Nancy H. Netzel  
Nancy H. Netzel  
(Witness) (Seal)

Scodeller Construction, Inc.

(Principal)

By:

(Title)

Fidelity and Deposit Company of Maryland

(Surety)

By: Heidi D. Pattenau

Attorney-in-fact

(Title)



ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Heidi D. PATTENAUDE, Kathy S. ZACK, Nancy H. NETZEL and Dorothy G. CLARK, all of Southfield, Michigan, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 27th day of July, A.D. 2012.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



*Eric D. Barnes*

By: \_\_\_\_\_

*Assistant Secretary  
Eric D. Barnes*

*James M. Carroll*

*Vice President  
James M. Carroll*

State of Maryland  
City of Baltimore

On this 27th day of July, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*



Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015

# SCODELLER CONSTRUCTION

51722 Grand River • Wixom, MI 48393 • 248.374.1102 • Fax 248.374.1109

## Ongoing Project References

Mr. Jeff Mast	Crack Sealing Program
Engineering Department	2006 \$113,400
City of Royal Oak	2007 \$77,727
211 Williams Street	2008 \$76,687
P.O. Box 64	2009 \$95,067
Royal Oak, MI 48068-0064	2010 \$22,950
Tel: 248 246 3260	2011 \$89,020
	2012 \$89,567

James Leidlein	Crack Sealing Program
City Manager	2006 \$26,252
City of Harper Woods	2007 \$10,283
19617 Harper Avenue	2008 \$40,425
Harper Woods, MI 48225-2095	
Tel: 313 343 2500	

Michael Archinal	Crack Sealing Program
Genoa Township Manager	2009 \$60,200
Township Hall	2010 \$22,950
2911 Dorr Road	2011 \$49,750
Brighton, MI 48116	2012 \$19,900
Tel: 810 227 5225	2014 \$45,000

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Mr. Frank Vericalli	Cities of Roseville, Centerline,
Anderson, Eckstein & Westrick, Inc.	St. Clair Shores
51301 Schoenherr Road	Crack Sealing & Concrete Patching
Shelby Township, MI 48315	
Tel: 586 726 1234	

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Mr. Jim Nelson	Crack sealing program
City of Southfield	2010 \$ 112,481
26000 Evergreen Rd	2012 \$ 270,000
Southfield, MI 48076	2013 \$ 225,000
Tel: 734-536-2224	



Contracting For Pavement Preservation  
Equal Opportunity Employer

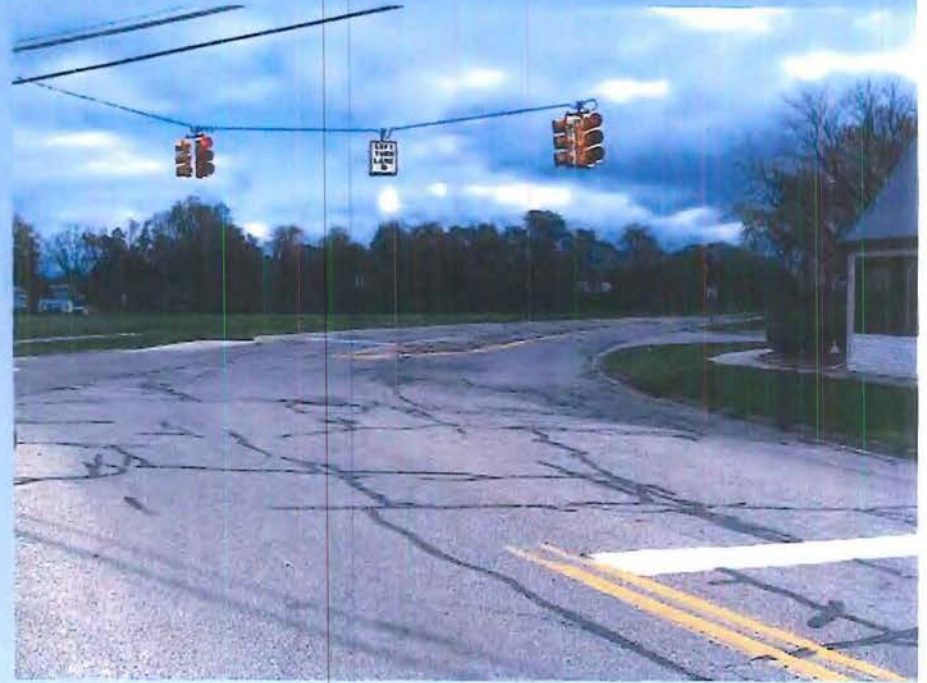




# Crack Seal Street Repairs



Before



After