



**CITY OF NOVI CITY COUNCIL  
MAY 8, 2023**

**SUBJECT:** Consideration of approval to award a unit price contract to Scodeller Construction, Inc., the lowest qualified bidder, for the Joint and Crack Seal Program in the estimated annual amount of \$250,000. The contract term is one year with two one-year renewal options.

**SUBMITTING DEPARTMENT:** Department of Public Works, Field Operations Division

<b>EXPENDITURE REQUIRED</b>	<b>\$ 250,000.00 Estimated</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 100,000.00 Major Roads</b> <b>\$ 150,000.00 Local Roads</b> <b>\$ 250,000.00 Total</b>
<b>APPROPRIATION REQUIRED</b>	<b>\$0</b>
<b>LINE ITEM NUMBER</b>	<b>202-449.20-866.010 Major Roads</b> <b>203-449.30-866.010 Local Roads</b>

**BACKGROUND INFORMATION:**

This road maintenance program consists of joint sealing concrete roads and the overband crack sealing of asphalt roads with a liquid emulsion to limit water infiltration and prevent premature failures. This type of maintenance facilitates an overall improvement in quality of the City's roadways.

On March 23, following a public bid solicitation period, staff received and opened three bids. The lowest qualified bidder is Scodeller Construction, Inc. Staff recommends Scodeller's bid as being in the best interest of the City, as it is responsive, (i.e. Scodeller has complied with all requirements of the bidding instructions).

The roadways receiving joint and crack sealing treatments are determined through bi-annual inspection data as well as using the PASER system maintenance criteria.

**RECOMMENDED ACTION:** Approval to award a unit price contract to Scodeller Construction, Inc., the lowest qualified bidder, for the Joint and Crack Seal Program in the estimated annual amount of \$250,000. The contract term is one year with two one-year renewal options.

**CITY OF NOVI  
JOINT & CRACK SEALING PROGRAM - BID TABULATION  
MARCH 23, 2023 11:00 A.M.**

Company	Est. Quantity	Scodeller Construction		Michigan Joint Sealing		SJR Pavement	
		Unit Prices	Total	Unit Prices	Total	Unit Prices	Total
Item 1 - Overband Crack Seal (LBS)	75,000	\$ 1.42	\$ 106,500.00	\$ 1.85	\$ 138,750.00	\$ 1.83	\$ 137,250.00
Item 2 - Hot Poured Joint Sealant (LF)	75,000	\$ 0.98	\$ 73,500.00	\$ 0.92	\$ 69,000.00	n/a	no bid
Item 3 - Traffic Maintenance Control (days)	5	\$ 1.00	\$ 5.00	\$ 100.00	\$ 500.00	\$ 400.00	\$ 2,000.00
<b>TOTAL BID</b>			<b>\$ 180,005.00</b>		<b>\$ 208,250.00</b>		<b>\$ 139,250.00</b>
Exceptions			n/a		n/a		did not bid on item 2
Comments			n/a		n/a		n/a



**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 **11:00 A.M.** prevailing Eastern Time, **March 23, 2023** at which time bids will be opened and read. Bids shall be addressed as follows and delivered to:

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

All bids must be signed by a legally authorized agent of the bidding firm. **OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "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.

Tracey Marzonie  
Finance Department

Notice Dated: March 2, 2023

**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	March 2, 2023
Last Date for Questions	Thursday, March 15, 2023 by 12:00 P.M. Please submit all questions via email to: Tracey Marzonie, Purchasing Department tmarzonie@cityofnovi.org
<b>Response Due Date</b>	<b>Thursday, March 23, 2023 by 11:00 A.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 **one (1)** unbound signed bid marked as ORIGINAL. 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.

## **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.

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.

## **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**

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

### **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 meetings on different days or may go 3 weeks between meetings.

### **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.

### **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 offeror 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 offeror or with any other Competitor; and

(b) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

(c) He is the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the 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 offeror'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.



cityofnovi.org

**CITY OF NOVI**  
**JOINT AND CRACK SEALING PROGRAM**  
**SPECIFICATIONS**

**BACKGROUND**

The City of Novi Department of Public Works 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 remaining in the budget for work to be done by June 30, 2023 is \$74,000. The City generally budgets around \$250,000 for this work for each fiscal year (which runs from July 1st through June 30<sup>th</sup>). There is no guaranteed amount that will be budgeted each fiscal year. Additional work may be awarded based on contractors' performance and bandwidth.

**TYPE OF CONTRACT**

If a contract is executed as a result of the bid, it stipulates a fixed price for products/ services. The initial contract period will begin around April 15, 2023 and end on June 30, 2024. *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.*

**SCOPE**

A brief scope of the project includes the following items:

1. Overband crack filling to be performed in general conformance with 2020 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 2020 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.
4. All authorized work shall be completed within 45 calendar days, unless otherwise directed.

**SPECIFICATIONS**

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. Shall not drag the wand from crack to crack, creating excessive covering.
  - 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. The Contractor shall not overband areas that are heavily damaged.
- F. Apply de-tackifying solution or approved alternate 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.
- G. 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.

H. 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 Concrete Joints with Hot-Poured Rubber

The completed work as measured for RESEALING CONCRETE 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	linear Foot

- A. Resealing joints with hot-poured rubber shall be measured by the linear 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.
- C. Backer rod shall be used to control the sealant depth and to allow for thorough contact of the sealant to joint walls after tooling.
- D. Joints shall be filled using the flush-filled technique, in which the hot poured sealant is flush with the pavement surface.

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 on all roadways classified as "Majors" or 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.

## **CONTRACTOR RESPONSIBILITIES**

- A. The Contractor shall understand that scheduling of work with the Department of Public Works constitutes a vital condition of the contract agreement as it is the primary goal of the City to ensure the crack / joint sealing of all City streets scheduled for crack/joint sealing be done in such a manner so as to minimize both inconvenience to the public and disruption of the normal flow of traffic.
- B. The scheduling of the locations of the work to be done shall be dictated by the Department of Public Works, and no work shall begin until approved by the DPW Director, or his designee.
- C. The Contractor shall provide and maintain in full operation and at all times during the tenure of this contract a sufficient crew of laborers, equipment operators, tools, materials, and reliable equipment necessary for the performance of this service. All equipment used in the performance of the contract shall be equipped with strobe lights, flashers, and all other appropriate cautionary and safety systems in compliance with all City, State, and Federal laws and regulations. The Contractor shall be staffed with properly trained and equipped personnel, including "flag persons", where and when such personnel are necessary to ensure the safety of the Contractor's staff and equipment as well as the safety of the motoring public.
- D. Prior to application of crack sealing, it shall be the Contractor's responsibility that the pavement surfaces are clean, dry, and free of all foreign materials.
- E. The City of Novi reserves the right to inspect the Bidder's equipment before making an award of the bid.
- F. The Contractor shall be responsible for the appearance, conduct, discipline, and supervision of all his employees involved in the service.
- G. All machines and equipment used by the Contractor in the performance of this service shall be of uniform appearance with company name and logo and shall be maintained in a reasonably neat, clean, and safe operating condition.
- H. The Contractor shall report to the designated City representative daily through e-mail by 9:00 am with a completed work summary of the previous day and its schedule for the present day. City staff will inspect all locations that were completed as indicated in email to confirm the work has been done.
- I. The Contractor is responsible for always maintaining traffic. Sealing is to be done in such a manner to minimize inconvenience to the public and disruption of the normal flow of traffic. Main road intersections shall not be crack sealed before 9:00 a.m. or after 3:00 p.m., Monday - Friday. The Contractor may perform the contracted work during evening/overnight hours with the consent of the city. All safety equipment (signs, cones, etc.) shall be removed from the work zone at the end of shift.

- J. Adequate precautions are to be taken for the safety of the public as well as property. City staff will be the final authority in the determination of whether Contractor has used "adequate precautions".
  
- K. The Contractor shall have thirty (30) calendar days to complete the work once the City has authorized said work.



**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 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 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

## SAMPLE AGREEMENT

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.

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

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.

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

**SAMPLE AGREEMENT**

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 Cortney Hanson, 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

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

\_\_\_\_\_  
By: Robert J. Gatt  
Its: Mayor

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

\_\_\_\_\_  
By: Cortney Hanson  
Its: Clerk

CONTRACTOR

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

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



cityofnovi.org

**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	Per LBS	75,000	\$ 1.42	\$ 106,500
2	Hot-Poured Joint Sealant	Per LF	75,000	\$ 0.98	\$ 73,500
3	Traffic Maintenance Control (Major Roads)	Per Day	5	\$ 1.00	\$ 5.00
<b>TOTAL BID PRICE</b>					<b>\$ 180,005</b>

**Unit Prices:**

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

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

No exceptions

**COMMENTS:**

We acknowledge receipt of the following Addenda:

N/A

(Please indicate numbers)

**NON-IRAN LINKED BUSINESS**

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

**THIS BID SUBMITTED BY:**

Company (Legal Registration) Scodeller Construction Inc.

Address 51722 Grand River Ave

City Wixom State MI Zip 48393

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

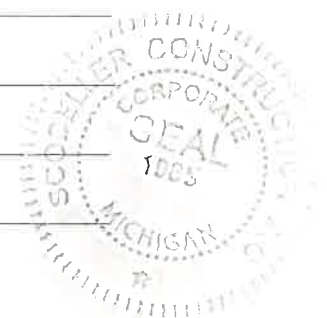
Representative's Name (please print) Jeff Lippert

Representative's Title Division Manager

Representative's Signature *Jeff Lippert*

E-mail jeff@scodeller.com

Date 03/23/2023





CITY OF NOVI

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

Failure to answer all questions could result in rejection of your proposal.

Name of Firm Scodeller Construction Inc.  
Address: 51722 Grand River Ave  
City, State Zip Wixom, MI 48393  
Telephone 248-374-1102 Fax 248-374-1109  
Mobile 248-787-1461  
Agent's Name (please print) Jeff Lippert  
Agent's Title Division Manager  
Email Address: jeff@scodeller.com  
Website N/A

1. Organizational structure: Corporation, Partnership, etc. Corporation
2. Firm established: 1985 Years in business: 38 Years
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?  
No  Yes  Reason: \_\_\_\_\_
4. Under what other or former names has your organization operated?  
None
5. How many full-time employees? 100 Part time? \_\_\_\_\_
6. Are you able to provide insurance coverage as required by this bid? Yes
7. 24/7 Emergency Telephone Number 248-787-1461
8. Provide your procedure for handling night & weekend calls.  
The Foreman that is working on the job will have his phone on him on the weekend or at night.
9. List the scope of services (type of work) you are able to perform.  
Joint and Crack sealing of new/old concrete and asphalt

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10. List any professional licenses/certifications you/your employees have obtained that would be applicable to this contract.

N/A

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11. Provide a list of employees and all other professional staff to be assigned to this contract. Include name, title, license number, years of experience, full/part time, on-call availability, qualifications, and experience.

Brian Polyle - Foreman, 30+ years experience, Full Time, can be on-call when he needs to be, has been in the joint & crack sealing industry for over 30 years

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Mario Garcia - Foreman, 25+ years experience, Full Time can be on-call when he needs to be, has been in the joint & crack sealing industry for over 25 years

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12. List equipment, tools, and all other resources available to your firm to perform this contract:

See Equipment List

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13. Provide a list of all open contracts your company currently holds. Include contact name, organization, type, size, required date of completion, percentage of completion, and value of contract.

See Attached Documents

14. Has this company ever had a contract canceled either due to default or failure to perform the work? NO If yes, please describe: \_\_\_\_\_

15. **References:** Provide at least three (3) references for projects that are comparable in scope to this bid. Several references from municipalities would be desirable.

Company City of Novi

Address 45175 Ten Mile Rd, Novi MI 48375

Phone 248-343-8776 Contact name Jeff VanCurler

Describe the work Joint + Crack seal of Local + Major concrete roads in 2022

Company City of Troy

Address 500 W Big Beaver Rd, Troy MI 48064

Phone 586-615-6780 Contact name Antonio Cicchetti

Describe the work Paint + Crack seal of Local + Major asphalt roads in 2022

Company City of Riverview  
Address 17700 Fort Street, Riverview, MI 48193  
Phone 734-285-7510 Contact name Souheil Sabak  
Describe the work Joint + crack seal of Local + Major  
concrete roads in 2020

16. Claims & Suits: Does your firm have any litigation pending or outstanding against your organization or its officers? If yes, please provide details.

No  Yes

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17. Provide any additional information you would like to include which may not be included within this Questionnaire. Please attach additional sheets.

**THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:**

Signature of Authorized Company Representative: 

Representative's Name (please print) Jeff Lippert

Date 03/23/2023



## Equipment List

- 21 Pavement Routers
- 9 Concrete Random Crack Saws
- 9 Tractor Joint Plows/Blowers
- 9 Self Powered Riding Concrete Saws
- 10 185 CFM Air Compressor and Blasting Unit – Truck mounted
- 5 50 Gallon Silicone Pumps
- 4 Recirculating Air Vacuum Sweepers
- 10 200 to 400 Gallon Melter/Applicators – Truck Mounted
- 15 800 to 1,000 Gallon Melter/Applicators – Truck Mounted
- Multiple Traffic and Support Vehicles

## 2023 PROJECT REFERENCES

Project: 2023 DTW Joint Seal & Spall Repair

Owner: Wayne County Airport Auth.

Contact Person: Ken Arnett

Phone: (734) 626 1297

Contract Amount: \$750,000.00

Percent (%) Complete 0%

Completion Date: Sep-23

Project: 2023 Willow Run Crack Sealing

Owner: Wayne County Airport Auth.

Contact Person: Joe Galea

Phone: (734) 576-9570

Contract Amount: \$100,000.00

Percent (%) Complete 0%

Completion Date Jul-23

Project: 2023 Joint Seal & Spall Repair

Owner: Gerald Ford Airport Authority

Contact Person: Rory Wolters

Phone: (616) 233-6068

Contract Amount: \$170,000.00

Percent (%) Complete 0%

Completion Date: Jul-23

Project: Toledo-Lucas Cargo Apron Project

Owner: Toledo-Lucas County Port Authority

Contact Person: Russell Boroski

Phone: (419) 921-9139

Contract Amount: \$736,187.00

Percent (%) Complete 0%

Completion Date: May-23

Project: 2023 City of Troy Rout & Seal

Owner: City of Troy

Contact Person: Zach Haapala

Phone: (248) 524-3403

Contract Amount: \$50,000.00

Percent (%) Complete 0%

Completion Date: Jun-23

Project: 2023 Lansing Joint Seal & Spall Repair

Owner: Lansing Capital Airport Auth.

Contact Person: Ron O'Neil

Phone: (517) 213-9792

Contract Amount: \$125,000.00

Percent (%) Complete 0%

Completion Date Jul-23

**SCODELLER CONSTRUCTION, INC.**

**CONSENT RESOLUTIONS OF THE ANNUAL MEETING OF THE BOARD OF DIRECTORS**

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I, the undersigned, being the sole Director of **SCODELLER CONSTRUCTION, INC.**, a Michigan corporation (the "Corporation"), hereby waive the necessity of notice and holding of the annual meeting of the Board of Directors of the Corporation and in its stead I adopt for the fiscal year ending December 31, 2022, the following:

**RESOLVED**, that the following persons are elected to the offices set forth beside his name, to serve until the next annual meeting of the Board of Directors and until the election and qualification of their respective successors (or until the effective date of their resignation, or removal with or without cause by the Board of Directors):

President:	Peter D. Scodeller
Vice President:	Edward S. Dwyer
Secretary:	Matthew P. Sharkey
Treasurer:	Peter D. Scodeller

**RESOLVED**, that the Board of Directors hereby ratifies, affirms and approves all acts of the Officers on behalf of the corporation during the current fiscal year.

**RESOLVED**, that Peter D. Scodeller will have such legal authority as was previously given to him as the director and/or an officer of the Corporation.

**RESOLVED**, that Peter D. Scodeller shall have authority to sign checks drawn on accounts owned and maintained by the Corporation.

**RESOLVED**, that Edward S. Dwyer shall have authority to sign checks drawn on accounts owned and maintained by the Corporation.

**RESOLVED**, that Peter D. Scodeller will have sole authority on behalf of the Corporation to secure loans and lines of credit from financial institutions and lenders.

**RESOLVED**, that Peter D. Scodeller will have authority to enter into and renew leases on behalf of the Corporation.

**RESOLVED**, that Peter D. Scodeller shall solely determine what bonus or bonuses shall be paid to others, if any, employed by the Corporation.

**RESOLVED**, that Peter D. Scodeller shall have authority to enter into and sign bids, proposals and contracts on behalf of the Corporation.

**RESOLVED**, that Edward S. Dwyer shall have authority to enter into and sign bids, proposals and contracts on behalf of the Corporation.

**RESOLVED**, that Matthew Sharkey shall have authority to enter into and sign bids, proposals, and contracts on behalf of the Corporation.

**RESOLVED**, that Jeff Lippert shall have authority to enter into and sign bids, proposals, and contracts on behalf of the Corporation.

**RESOLVED**, that Jeff Stover shall have authority to enter into and sign bids, proposals, and contracts on behalf of the Corporation.

**RESOLVED**, that Al Wieging shall have authority to enter into and sign bids, proposals, and contracts on behalf of the Corporation.

**RESOLVED**, that Matthew Sharkey shall have authority to sign yard space rental agreements, not to exceed (60) sixty days, on behalf of the Corporation.

**RESOLVED**, that Jeff Lippert shall have authority to sign yard space rental agreements, not to exceed (60) sixty days, on behalf of the Corporation.

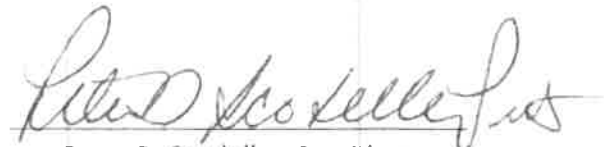
**RESOLVED**, that Jeff Stover shall have authority to sign yard space rental agreements, not to exceed (60) sixty days, on behalf of the Corporation.

**RESOLVED**, that Al Wieging shall have authority to sign yard space rental agreements, not to exceed (60) sixty days, on behalf of the Corporation.

**RESOVLED**, that the Secretary of the Corporation shall make the original of this content part of the official minutes of the Corporation.

Dated as of:

December 31, 2022



Peter D. Scodeller, President



## SAFETY DATA SHEET

Date of Preparation: 12/5/18	Page 2 of 2	4215000
<i>Section 8 continued</i>		
ENGINEERING CONTROLS: None required under normal use conditions.		
PERSONAL PROTECTIVE EQUIPMENT: Safety glasses, chemical-resistant gloves.		
<b>SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES</b>		
BOILING POINT: N/A	VAPOR DENSITY: N/A	% VOLATILE BY VOLUME: N/A
EVAPORATION RATE: N/A	pH LEVEL: N/A	% VOLATILE BY WEIGHT: N/A
WEIGHT PER GALLON: N/A	PRODUCT APPEARANCE: Black Solid	VOC CONTENT: N/A
ODOR: None	ODOR THRESHOLD: N/D	MELTING/FREEZING POINT: N/D
FLASH POINT: See Section 5	FLAMMABILITY: N/D	UEL/LEL: N/D
VAPOR PRESSURE: N/D	RELATIVE DENSITY: N/D	SOLUBILITY: N/D
PARTITION COEFFICIENT: N/D	AUTOIGNITION TEMPERATURE: N/D	DECOMPOSITION TEMPERATURE: N/D
VISCOSITY: N/D		N/D: Not Determined
<b>SECTION 10: STABILITY/REACTIVITY</b>		
STABILITY: Stable.	HAZARDOUS POLYMERIZATION: Will not occur.	
CONDITIONS AND MATERIALS TO AVOID: None recognized.		
HAZARDOUS DECOMPOSITION PRODUCTS: None recognized.		
<b>SECTION 11: TOXICOLOGICAL INFORMATION</b>		
EYE CONTACT: Direct contact may cause mild irritation. Contact with heated material may cause severe burns.		
SKIN CONTACT: Direct contact may cause slight skin irritation. Contact with heated material may cause severe burns.		
INHALATION: Not anticipated to be an exposure route. Heated material may emit fumes. Exposure to fumes may result in respiratory irritation.		
INGESTION: Not anticipated to be an exposure route.		
SIGNS AND SYMPTOMS: Symptoms of eye irritation include tearing, reddening, and swelling. Symptoms of skin irritation include redness and swelling. Gastrointestinal irritation symptoms include nausea, vomiting, and abdominal discomfort. Symptoms of respiratory irritation include runny nose, sore throat, coughing, chest discomfort, shortness of breath, and reduced lung function.		
AGGRAVATED MEDICAL CONDITIONS: Pre-existing skin, eye, and respiratory disorders may be aggravated by exposure to this product.		
OTHER HEALTH EFFECTS: ACGIH Classifies asphalt as <i>Not Classifiable as a Human Carcinogen; A4</i> .		
<b>SECTION 12: ECOLOGICAL INFORMATION</b>		
ECOTOXICITY: N/E	DEGRADABILITY: N/E	BIOACCUMULATIVE POTENTIAL: N/E
SOIL MOBILITY: N/E	OTHER ADVERSE EFFECTS: None Recognized	
<b>SECTION 13: WASTE DISPOSAL INFORMATION</b>		
WASTE DISPOSAL INFORMATION: Landfill disposal.		
<b>SECTION 14: TRANSPORTATION INFORMATION</b>		
HAZARDOUS/NON-HAZARDOUS MATERIAL: Not regulated by DOT.		
UN NUMBER: None.	HAZARD CLASS: N/A	PACKING GROUP: N/A
UN PROPER SHIPPING NAME: N/A		
ENVIRONMENTAL HAZARDS: None recognized.		
BULK TRANSPORTATION INFORMATION: None.		
SPECIAL PRECAUTIONS: None.		
<b>SECTION 15: REGULATORY INFORMATION</b>		
OTHER REGULATORY CONSIDERATIONS: None recognized.		
<b>SECTION 16: OTHER INFORMATION</b>		
PREPARATION DATE:	12/5/2018	
PREPARED BY:	Dave Carey	

*The information contained herein is based on the data available to us and is believed to be correct. However, we make no warranty, expressed or implied regarding the accuracy of this data or the results to be obtained from the use thereof. We assume no responsibility for injury from the use of this product described herein.*





# SAFETY DATA SHEET

### SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

**Product:** 1190 **Part Number:** 4225000  
**Manufacturer:** W. R. Meadows®, Inc. **Address:** 300 Industrial Drive  
Hampshire, Illinois 60140  
**Telephone:** (847) 214-2100 **In case of emergency, dial (800) 424-9300 (CHEMTREC)**  
**Revision Date:** 11/4/2022  
**Product Use:** Hot-Applied Joint Sealant

### SECTION 2: HAZARDS IDENTIFICATION/EXPOSURE LIMITS

HMIS	HAZARD STATEMENTS
Health	<b>WARNING!</b>
Flammability	Heated material will cause severe burns.
Reactivity	Causes skin irritation. (Category 2)
Personal Protection	May be harmful if inhaled. (Category 5)
	<b>PRECAUTIONARY STATEMENTS</b>
	Avoid direct contact with heated material.
	Avoid inhalation of fumes.



### SECTION 3: HAZARDOUS COMPONENTS

Chemical Name:	CAS Number	% by Weight	SARA 313	Vapor Pressure (mm Hg@20°C)	LEL (@25°C)
1. Petroleum Asphalt	8052-42-4	55-60	No	N/A	N/A
2. Petroleum Oil Base Stock	64742-65-0	5-10	No	N/A	0.9
3. Limestone	1317-65-3	20-25	No	N/A	N/A

*N/A: Not Applicable*

Under the reporting requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1966 (SARA) and 40 CFR Part 372, chemicals listed on the 313 List (40 CFR Part 373.65) are identified under the heading "SARA 313."

### SECTION 4: EMERGENCY AND FIRST AID PROCEDURES

**EYE CONTACT:** Not expected to be an exposure route as supplied. If contact with molten material occurs, seek immediate medical attention.

**SKIN CONTACT:** Wash affected areas with soap and water if available. If contact with hot, molten material occurs, cool affected area with water. Do not attempt to remove congealed solid. Do not use petroleum solvents to remove solids adhered to skin. Seek immediate medical attention.

**INHALATION:** Not expected to be an exposure route as supplied. If irritation occurs due to exposure to fumes produced by hot molten product, move victim from exposure source and treat symptomatically. If symptoms persist, seek medical attention.

**INGESTION:** Not expected to be an exposure source.

**MOST IMPORTANT SYMPTOMS/EFFECTS, ACUTE AND CHRONIC:** See Section Eleven for Symptoms/Effects.

### SECTION 5: FIRE AND EXPLOSIVES HAZARDS

**FLASHPOINT:** Not applicable; product is a solid.

**EXTINGUISHING MEDIA:** Water fog, foam, dry chemical.

**CHEMICAL/COMBUSTION HAZARDS:** Oxides and compounds of nitrogen/sulfur, carbon monoxide/dioxide, and incomplete combustion products.

**PRECAUTIONS/PERSONAL PROTECTIVE EQUIPMENT:** Avoid smoke inhalation. Hot material may spatter if hit by a direct stream of water. Use appropriate personal protective equipment.

### SECTION 6: ACCIDENTAL RELEASE MEASURES

**SPILL OR LEAK PROCEDURES:** Not applicable. Product is a solid. If molten material is spilled, avoid direct contact. Allow material to cool and landfill dispose.

# SAFETY DATA SHEET

Date of Preparation: 11/4/22

Page 2 of 3

4225000

## SECTION 7: HANDLING AND STORAGE

**SAFE HANDLING PROCEDURES:** Avoid direct contact.

**SAFE STORAGE:** Prevent job-site damage.

## SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Chemical Name:	OSHA				ACGIH			
	PEL	PEL/CEILING	PEL/STEL	SKIN	TLV	TLV/CEILING	TLV/STEL	SKIN
1. Petroleum Asphalt	5 mg/m <sup>3</sup> *	N/E	N/E	No	0.5 mg/m <sup>3</sup> *	N/E	N/E	N/E
2. Petroleum Oil Base Stock	N/E	N/E	N/E	No	5 mg/m <sup>3</sup> +	N/E	N/E	N/E
3. Limestone	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A

\*: Asphalt Fumes                      +: Mineral Oil Mist in Air                      N/A = Not Applicable                      N/E: Not Established

**ENGINEERING CONTROLS:** None required under normal use conditions.

**PERSONAL PROTECTIVE EQUIPMENT:** Safety glasses, chemical-resistant gloves.

## SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

<b>BOILING POINT:</b> N/A	<b>VAPOR DENSITY:</b> N/A	<b>% VOLATILE BY VOLUME:</b> N/A
<b>EVAPORATION RATE:</b> N/A	<b>pH LEVEL:</b> N/A	<b>% VOLATILE BY WEIGHT:</b> N/A
<b>WEIGHT PER GALLON:</b> N/A	<b>PRODUCT APPEARANCE:</b> Black Solid	<b>VOC CONTENT:</b> N/A
<b>ODOR:</b> None	<b>ODOR THRESHOLD:</b> N/D	<b>MELTING/FREEZING POINT:</b> N/D
<b>FLASH POINT:</b> See Section 5	<b>FLAMMABILITY:</b> N/D	<b>UEL/LEL:</b> N/D
<b>VAPOR PRESSURE:</b> N/D	<b>RELATIVE DENSITY:</b> N/D	<b>SOLUBILITY:</b> N/D
<b>PARTITION COEFFICIENT:</b> N/D	<b>AUTOIGNITION TEMPERATURE:</b> N/D	<b>DECOMPOSITION TEMPERATURE:</b> N/D
<b>VISCOSITY:</b> N/D	N/A = Not Applicable                      N/D: Not Determined	

## SECTION 10: STABILITY/REACTIVITY

**STABILITY:** Stable.

**HAZARDOUS POLYMERIZATION:** Will not occur.

**CONDITIONS AND MATERIALS TO AVOID:** None recognized.

**HAZARDOUS DECOMPOSITION PRODUCTS:** None recognized.

## SECTION 11: TOXICOLOGICAL INFORMATION

**EYE CONTACT:** Direct contact may cause mild irritation. Contact with heated material may cause severe burns.

**SKIN CONTACT:** Direct contact may cause slight skin irritation. Contact with heated material may cause severe burns.

**INHALATION:** Not anticipated to be an exposure route. Heated material may emit fumes. Exposure to fumes may result in respiratory irritation.

**INGESTION:** Not anticipated to be an exposure route.

**SIGNS AND SYMPTOMS:** Symptoms of eye irritation include tearing, reddening, and swelling. Symptoms of skin irritation include redness and swelling. Gastrointestinal irritation symptoms include nausea, vomiting, and abdominal discomfort. Symptoms of respiratory irritation include runny nose, sore throat, coughing, chest discomfort, shortness of breath, and reduced lung function.

**AGGRAVATED MEDICAL CONDITIONS:** Pre-existing skin, eye, and respiratory disorders may be aggravated by exposure to this product.

**OTHER HEALTH EFFECTS:** ACGIH classifies asphalt as *Not Classifiable as a Human Carcinogen; A4*.

## SECTION 12: ECOLOGICAL INFORMATION

<b>ECOTOXICITY:</b> N/E	<b>DEGRADABILITY:</b> N/E	<b>BIOACCUMULATIVE POTENTIAL:</b> N/E
<b>SOIL MOBILITY:</b> N/E	<b>OTHER ADVERSE EFFECTS:</b> None Recognized	N/E = Not Established

## SECTION 13: WASTE DISPOSAL INFORMATION

**WASTE DISPOSAL INFORMATION:** Landfill disposal.

## SECTION 14: TRANSPORTATION INFORMATION

**HAZARDOUS/NON-HAZARDOUS MATERIAL:** Not regulated by DOT.

**UN NUMBER:** None.

**HAZARD CLASS:** N/A

**PACKING GROUP:** N/A

**UN PROPER SHIPPING NAME:** N/A

**ENVIRONMENTAL HAZARDS:** None recognized.

**BULK TRANSPORTATION INFORMATION:** None.

**SPECIAL PRECAUTIONS:** None.

N/A = Not Applicable

**SAFETY DATA SHEET**

Date of Preparation: 11/4/22	Page 3 of 3	4225000
<b>SECTION 15: REGULATORY INFORMATION</b>		
OTHER REGULATORY CONSIDERATIONS:	None recognized.	
<b>SECTION 16: OTHER INFORMATION</b>		
PREPARATION DATE:	11/4/2022	
PREPARED BY:	Dave Carey	

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*The information contained herein is based on the data available to us and is believed to be correct. However, we make no warranty, expressed or implied regarding the accuracy of this data or the results to be obtained from the use thereof. We assume no responsibility for injury from the use of this product described herein.*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Acisure LLC dba Lyman & Sheets Insurance Agency 2213 E. Grand River Ave. Lansing, MI 48912	1-517-482-2211	CONTACT NAME: Kathy Satterlee PHONE (A/C, No, Ext): 517-319-5129 E-MAIL: kathys@lymansheets.com ADDRESS:	FAX (A/C, No):
INSURED Scodeller Construction, Inc. 51722 Grand River Wixom, MI 48393		INSURER(S) AFFORDING COVERAGE	
		INSURER A: OLD REPUBLIC INS CO	NAIC # 24147
		INSURER B: CINCINNATI INS CO	10677
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 68131208 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU/Contractual Liab <input checked="" type="checkbox"/> Waiver of Subrogation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	MWZY 312353	03/01/23	03/01/24	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	MWTB 312352	03/01/23	03/01/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ none	X	X	EXS 0011266	03/01/23	03/01/24	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			X MWC 312354	03/01/23	03/01/24	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Additional Insured and Waiver of Subrogation status apply when required by written contract.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of Novi 45175b West Ten Mile Road Novi, MI 48375-3024 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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