



CITY of NOVI CITY COUNCIL

Agenda Item F
September 22, 2014

SUBJECT: Approval to award a unit price contract to Asphalt Solutions, LLC, the low bidder, for the FY14/15 Infrared Roadway Repair Program in an amount not to exceed \$50,000. The contract term is one year with two one-year extensions.

SUBMITTING DEPARTMENT: Department of Public Services – Field Operations Division 

CITY MANAGER APPROVAL: PA

EXPENDITURE REQUIRED	\$50,000 (Estimated)
AMOUNT BUDGETED	\$50,000 (202-202.00-866.025 \$50,000)
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	202-202.00-866.025 (Major Roads – Infrared Roadway Repair)

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 infrared roadway repair, 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 heating the surface of existing asphalt roadways with radiation that has a wavelength greater than that of the red end of the visible light spectrum, but less than that of microwaves. The heating process results in an extremely high application temperature (up to 1400° F) that is used to heat the top two inches of material until it becomes loose and workable (see attached photographs). Although most of the existing asphalt pavement is re-used as part of this repair process, approximately 20% of the old material is removed and replaced with new oil rich asphalt, then rolled to match the existing grade of the surrounding roadway surface. This preservation method is used to repair cracks, potholes, and other pavement irregularities 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 increase the overall PASER rating for the roadway network. Using infrared technology to rework small sections of asphalt roadway surface material will help maintain the City's local roadways to limit further deterioration of existing pavement defects and extend the service life of the pavement.

One bid was received and opened on September 9, 2014 following a public bid solicitation period. Asphalt Solution's bid is recommended as being in the best interest of the City as it is responsive (i.e., Asphalt Solutions has complied with all requirements of the bidding instructions). Although only one bid was received, Asphalt Solution's bid price is in line with pricing from previous years' programed work. Asphalt Solutions has previously worked on Taft Rd, East Lake Dr. 11 Mile Rd., and Clark St. yielding positive results. A unit price bid tabulation is enclosed which also provides pricing for work on neighborhood streets and non-motorized pathways if funding becomes available at a later date.

The streets that will be receiving infrared treatment will be determined as the program is further developed over the winter. This work is being awarded now so that road maintenance can be done during periods of dry weather. Otherwise the bulk of the work is scheduled to begin next spring and be completed by June 30, 2013.

RECOMMENDED ACTION: Approval to award a unit price contract to Asphalt Solutions LLC., the low bidder, for the FY14/15 Infrared Roadway Repair Program in an amount not to exceed \$50,000. The contract term is one year with two one-year extensions.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

Infrared Roadway Repair Process



Deteriorated Roadway



Heating and Reworking the Surface



Completed Repair

CITY OF NOVI
Infrared Pavement Repairs
September 9, 2014 2:00 P.M.

Asphalt Solutions LLC.		
A. Neighborhood Roads	Per Sq Ft	\$ 3.25
<i>Neighborhood Roads Traffic Control - Daily (as requested)</i>	<i>Each</i>	<i>\$ 1,100.00</i>
B. Major Roadways	Per Sq Ft	\$ 3.00
<i>Major Roadways Traffic Control - Daily (as requested)</i>	<i>Each</i>	<i>\$ 1,850.00</i>
C. Non-Motorized	Per Sq Ft	\$ 3.25
Acknowledge Addenda		Yes

CONTRACT FOR INFRARED PAVEMENT REPAIRS

THIS CONTRACT FOR SERVICES AND MATERIALS ("Contract"), shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and Asphalt Solutions of Michigan, LLC., whose address is PO Box 237, Benzonia, MI 49616, (hereinafter referred to as "Contractor").

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

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

Article II. Timing of Performance.

Performance of this Contract shall commence on September 23, 2014 and end on September 22, 2015. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments at the same prices, terms, and conditions of the original contract.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount for services and materials based on unit pricing as specifically set forth in the completed proposal attached which is part of the attached Schedule A. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. The Client agrees to pay Contractor amounts due after receipt of an itemized billing/invoice from Contractor detailing all materials provided and work which has been performed in connection with the billing and the hours and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing. Such payments will be made pursuant to City policy and approval by City Council.

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

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed

above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

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

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

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

Article V: Independent Contractor/Vendor Relationship.

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

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

B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in

accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

- A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.

- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A.

Article VII: Information.

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

Article VIII: General Provisions.

- A. *Entire Agreement.* This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of

the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

- B. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Dispute Resolution/Arbitration. The parties agree that any disputes regarding a claimed violation of this agreement shall first be submitted in writing to the other party in an attempt to settle the matter before pursuing other legal actions or notices provided for in this agreement. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response from the other party, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary. The aforementioned initial written communications between the parties also shall indicate whether the party is willing to submit the dispute to binding arbitration, non-binding mediation or other form of alternate dispute resolution, and share equally the costs for same. Upon the parties agreeing to any such method of dispute resolution and a timetable for doing so, pursuit of other legal actions shall be deferred until the process has been completed. In any binding arbitration, the arbitrator shall provide a written statement of the reasons and basis for an award or decision, a judgment of the Oakland County Circuit Court may be entered based on the arbitration award or decision, and each party shall be responsible for their own costs and attorney fees.
- F. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.
- G. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

Client: Interim City Manager Victor Cardenas and City Clerk Maryanne Cornelius
Contractor: Luke Reynolds, Owner

- H. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.
- I. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- J. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.
- K. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

IN WITNESS WHEREOF, the Client and the Contractor have executed this Contract in Oakland County, Michigan, as of the date first listed above.

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Maryanne Cornelius
Its: Clerk

WITNESS AND DATES
OF SIGNATURES:

ASPHALT SOLUTIONS OF MICHIGAN, LLC.

Date: _____

By: Luke Reynolds
Its: Owner



CITY OF NOVI
INFRARED ROADWAY REPAIRS

BID FORM

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

- | | | |
|--------------------------------------|-------------|-----------|
| A. Neighborhood Roadways | \$ 3.25 | per sq ft |
| Daily Traffic Control (as requested) | \$ 1,100.00 | per day |
| B. Major Roadways | \$ 3.00 | per sq ft |
| Daily Traffic Control (as requested) | \$ 1,850.00 | per day |

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

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

COMMENTS: _____

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

Company City of Frankfort

Asphalt Solutions

of Michigan, LLC

City of Novi
26300 Lee BeGole Dr.
Novi, Mi 48375

Infrared repair 2014

We hereby submit specifications and estimates for:
To provide labor and equipment for work listed below.

Standard Rates:

* Infrared repair of non-motorized asphalt paths in the City of Novi.

\$3.25 per sq ft

24 hour Emergency Numbers (231) 632-5853 / 943-8181

All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Authorized
Signature: _____

Acceptance of Proposal
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified above.

Signature: _____ Date: _____
(Sign, Date and Return One Copy upon Acceptance)

Address 412 Main St, P.O. Box 351, Frankfort, Mi. 49635

Phone 231-352-7117 Contact name Josh Mills

Company Benzie County Road Commision

Address 11318 Main St. (US-31) P.O. Box 68, Homor, MI. 49640

Phone 231-325-3051 Contact name Brad Schaub

Company Schmuckal Oil Company

Address 1516 Barlow St, Traverse City, MI. 49684

Phone 231-946-2803 Contact name Dan Walton

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) Asphalt Solutions of Michigan, LLC.


Address P.O. Box 237

City Benzonia State MI Zip 49616

Telephone 231-632-5853 Fax _____

Representative's Name Luke Reynolds

Representative's Title owner

Authorized Signature 

E-mail asphaltsolutions1@yahoo.com

Date 9-4-14



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

INFRARED PAVEMENT REPAIRS

The City of Novi will receive sealed bids for **Infrared Pavement Repairs** according to the specifications of the City of Novi.

Sealed bids will be received until **2:00 P.M.** prevailing Eastern Time, **Tuesday, September 9, 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 "INFRARED PAVEMENT REPAIRS 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

Notice Dated: August 19, 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 and obtain an official copy.



CITY OF NOVI
INFRARED PAVEMENT REPAIRS
INSTRUCTIONS TO BIDDERS

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

IMPORTANT DATES

Bid Issue Date	August 19, 2014
Last Date for Questions	Friday, August 29, 2014 by 12:00 P.M. ET Please submit all questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	Tuesday, September 9, 2014 by 2:00 P.M.

QUESTIONS

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

TYPE OF CONTRACT

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

BID SUBMITTALS

Provide **three (3)** copies of your bid, **one (1)** unbound signed and clearly marked as ORIGINAL, and **two (2)** 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.

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

CHANGES TO THE BID/ADDENDUM

Should any prospective Bidder be in doubt as to the true meaning of any portion of the ITB, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or

correction. Such request shall be submitted to the staff member indicated above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional Bid provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info. Any addendum issued by the City shall become part of the ITB and subsequent contract and shall be taken into account by each bidder in preparing its bid. Only written addenda is binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

SUBMISSION OF BID

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

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. Bid is considered received when in the possession of the City Clerk. 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.

The bid must be submitted in the Company name which will go on the contract and will be issuing the invoice(s). A W9 will be required after the award. The company name on the bid, contract, W9, and invoice must match in order for the City to be able to make payment.

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.

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

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

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

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

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

GENERAL CONDITIONS

INSURANCE

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

NOTICE TO BIDDERS

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

TAX EXEMPT STATUS

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

The following exception shall apply to installation projects: When sales tax is charged to the successful bidder for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

FREIGHT CHARGES/SHIPPING/HANDLING

All bid/proposal pricing is to be F.O.B. destination.

DOWN PAYMENTS OR PREPAYMENTS

Any bid submitted which requires a down payment or prepayment prior to delivery and full acceptance, as being in conformance with specifications, will not be considered for award. No payments will be made until work is performed/goods are received to the satisfaction of the authorized City representative.

INVOICING

Invoices must be mailed to: City of Novi, Attn: Finance Department, 45175 Ten Mile Road, Novi, MI 48375. We do not accept emailed or faxed invoices.

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 who generally holds meetings on the first & third

Monday of each month. However, there are occasions when they schedule meetings on different weeks which may cause a delay in payment.

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.

ROAD WEIGHT RESTRICTIONS

The City of Novi has several Restricted Commercial Vehicle Routes. These sections of roadway are closed to commercial thru traffic. You may drive on these sections of road only if you are providing the contracted service within that particular section. At no time will the contractor drive more than a one (1) mile distance on a restricted road. For a poster-sized map with additional details, contractors can check our Map Gallery: <http://cityofnovi.org/Community/PDFMaps/RoadwayWeightClassifications.pdf>

INDEPENDENT PRICE DETERMINATION

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

- (a) The prices in the bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other 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 bid for the purpose of restricting competition.

Each person signing the bid 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 bid and that he has not participated and will not participate in any action contrary to (a) and (b) above; or
- (d) He is not the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the bid but that he has been

authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

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



CITY OF NOVI
INFRARED PAVEMENT REPAIRS
SPECIFICATIONS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes
 - 1. General
 - 2. Materials
 - 3. Execution

1.02 REFERENCE STANDARDS: The latest editions of the publications listed below form a part of these specifications to the extent referenced. They are referred to in the text by basic designation only.

- A. Michigan Department of Transportation (MDOT) Standard Specifications for Construction (Current Edition)
- B. MDOT Standard Plans
- C. American Society for Testing and Materials (ASTM)
- D. Manual for Michigan Test Methods (MTM)
- E. Michigan Manual of Uniform Traffic Control Devices (M.M.U.T.C.D.)
- F. Americans with Disabilities Act (ADA)

1.03 QUALITY ASSURANCE

- A. Qualifications
 - 1. Infrared Pavement Repair: Company specializing in performing infrared pavement repair with documented 5 years' experience. Experience shall be inclusive of work performed on high traffic major roads, neighborhood streets, parking areas, and non-motorized routes (bike paths and sidewalks).
- B. Performance Requirements shall meet those specified in MDOT 502.
- C. Applicable Codes and Permits

- 1.04 PAYMENT: Infrared Pavement Repair will be paid for at each "drop location" at the Contract Unit Price per Each for the pay item "Infrared Pavement Repair". All necessary labor, equipment, and materials shall be included in the Contract Unit Price.

PART 2 MATERIALS

- 2.01 REJUVENATOR shall be a maltenes rejuvenator "Cyclogen" or approved equal.
- 2.02 HOT MIX ASPHALT shall meet the requirements of MDOT 501
- A. Bituminous Material: Asphalt binder shall meet the requirements of MDOT 904.
 - B. Aggregate: Aggregate shall be a fine mix and meet the requirements of MDOT 902 and conform to the gradation as specified in Special Provision For Marshall Hot Mix Asphalt Mixture. Aggregate shall be produced from natural gravel or stone.

PART 3 EXECUTION

3.01 INFRARED PAVEMENT REPAIR

- A. Equipment
 - 1. Infrared Pavement Repair shall be a truck mounted, self-contained pavement maintenance heating system equipped with a fuel system and heated chamber capable of maintaining the fresh asphalt at a temperature of 275 degrees or higher.
 - 2. The unit shall be equipped with adjustable chambers capable of heating the existing bituminous pavement to a workable condition without oxidation or burning. There shall be no flame in direct contact with existing bituminous surface.
 - 3. Compaction shall be achieved with a self-propelled vibratory roller of sufficient size to provide complete compaction to the full heated depth of the patched area.
 - 4. Equipment shall be capable of heating and repairing a minimum individual area (or "drop" location) as follows:
 - a. Roadways, 13' wide: The equipment shall be capable of repairing an approximately 10' long transverse crack on an

existing roadway in a single application of the IR repair unit. The heated repair area shall cover the full width of the drive lane yielding a minimum 75 sq. ft. repair area.

- b. Non-Motorized, 8' wide: The equipment shall be capable of repairing an approximately 8' long transverse crack on an existing path in a single application of the IR repair unit. The heated repair area shall cover the full width of the path (8'), yielding a minimum 40 sq. ft repair area.
- c. Longitudinal and Alligator Cracks: For each of the pavements above, the equipment shall be capable of making longitudinal repairs of equivalent area per drop, as directed by the Roadway Asset Manager, or his designee.

B. Materials

- 1. New bituminous material for patching shall conform to the specifications as stated above.
- 2. A minimum of approximately 20 percent of new material shall be added to all patched areas.

C. Construction

- 1. Area shall be swept clean prior to setting infrared heating unit.
- 2. The infrared heating unit shall be lowered to a minimum of 6 inches and a maximum of 9 inches above the existing pavement. The heated area must extend a minimum 6 inches outside the area of repair. Allow heat to penetrate 7-10 minutes (or as required) to ensure proper heating time. Apply heat to the area continuously until the surface is heated to a depth of approximately 2 inches. The surface shall be heated to approximately 300-375 degrees. When the existing surface can be worked with a rake, proper heat penetration has been achieved.
- 3. In the event of windy conditions, metal shields shall be placed against three sides to block the wind and provide for an evenly heated surface.
- 4. Etch an outline of the perimeter of the repair area with the back of a rake at least 3 inches beyond the edges of the repair area. Scarify the existing bituminous surface within the repair area to the full heated depth. Any existing crack filler material or contaminated material shall be removed from the repair location.
- 5. Remove enough existing bituminous material (as required by adjacent grades) to allow for the addition of 20 percent (approx. 1 inch of depth) new bituminous mix to achieve a blend of 20

percent new / 80 percent existing heated material within the area of the repair. Spray a maltines rejuvenator onto the heated area allowing replacement of light oils that have oxidized out over time. Rejuvenating agent shall be sprayed evenly onto the existing surface material.

6. Reshape patched area by hand with rake and lute to match grade of existing adjacent pavement.
7. Outside perimeter will be compacted as soon as possible to ensure thermal bonding. Compact repaired area with the specified roller to the full depth of the heated repair. Compacted surface shall be smooth in texture and shall have positive drainage matching the slope of the existing adjacent pavement.

END OF SECTION

SIGNS, BARRICADES, & TRAFFIC CONTROL

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes
 - 1. Temporary Signs
 - 2. Temporary Barricades
 - 3. Temporary Traffic Control

1.02 REFERENCE STANDARDS: The latest editions of the publications listed below form a part of these specifications to the extent referenced. They are referred to in the text by basic designation only.

- A. Michigan Department of Transportation (MDOT) Standard Specifications for Construction (Current Edition)
- B. MDOT Standard Plans
- C. American Society for Testing and Materials (ASTM)
- D. Michigan Manual of Uniform Traffic Control Devices (M.M.U.T.C.D.)
- E. Americans with Disabilities Act (ADA)

1.03 QUALITY ASSURANCE

- A. Performance requirements shall meet those as specified in applicable codes and Permits: MDOT, ADA, & MMUTCD.

PART 2 MATERIALS

2.01 SIGNS AND BARRICADES: Signs and barricades shall be in accordance with MDOT 812, the M.M.U.T.C.D, and as per Contract drawings.

PART 3 EXECUTION

3.01 SIGNS AND BARRICADES: The Contractor shall provide and maintain signs and barricades of quantity and extent necessary, to effectively close off all hazardous construction areas from public access. Signs and barricades shall be in place on evenings and weekends, and at all other times the Contractor is off the site. Signs and barricades shall be in accordance with MDOT 812.

Barricades, cordons, warning signs and other measures shall additionally be provided, as necessary.

- 3.02 TRAFFIC CONTROL: All traffic controls (to include flaggers), and devices shall meet the provisions of the Michigan Manual of Uniform Traffic Control Devices, Current Edition. All traffic control procedures and devices shall be in place before any work is allowed to begin. All work will be stopped if at anytime traffic control procedures are not followed, control devices are not properly placed as directed by the Roadway Asset Manager, or as required by MDOT and the M.M.U.T.C.D. Any delay or cost due to traffic control deficiencies shall be borne by the Contractor. At the end of each work day normal traffic flows will resume.

END OF SECTION



**CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A**

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