



CITY of NOVI CITY COUNCIL

Agenda Item 6
February 26, 2018

SUBJECT: Approval to award a unit price contract to Scodeller Construction, Inc., the lowest qualified bidder, for Joint and Crack Seal Program in the estimated amount of \$137,750.00. The contract term is one year with two one-year renewal options.

SUBMITTING DEPARTMENT: Department of Public Services, Field Operations Division

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 137,750.00 (Estimated)
AMOUNT BUDGETED	\$ 100,000.00 (Major Roads) \$ 86,000.00 (Local Roads) \$ 186,000.00 (Annually)
LINE ITEM NUMBER	202-202.00-866.010 Major Roads 203-203.00-866.010 Local Roads

BACKGROUND INFORMATION:

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

Novi's preventative maintenance program facilitates an overall improvement in quality of the City's roadways. This type of maintenance can stabilize, and eventually increase the overall PASER rating for the roadway network. Sealing open joint and cracks will help maintain the City's major and neighborhood roadways to limit further deterioration of existing pavement defects and extend the service life of the pavement.

On January 30, 2018, following a public bid solicitation period, staff received and opened two 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 other bidder, Carr's Outdoor Services, is not recommended due to previous performance concerns.

The roadways receiving joint and crack sealing treatments will be determined by using the PASER system maintenance criteria.

RECOMMENDED ACTION: Approval to award a unit price contract to Scodeller Construction, Inc., the lowest qualified bidder, for Joint and Crack Seal Program in the estimated amount of \$137,750.00. The contract term is one year with two one-year renewal options.

CITY OF NOVI
Joint & Crack Sealing Program - Bid Tabulation
January 30, 2018 2:00 P.M.

Company	Est. Quantity	Scodeller Construction - Unit Prices	Scodeller Construction - Total	Carr's Outdoor Svcs - Unit Prices	Carr's Outdoor Services - Total
Item 1 - Overband Crack Seal (LBS)	75,000	\$ 1.33	\$ 99,750.00	\$ 1.15	\$ 86,250.00
Item 2 - Hot Poured Joint Sealant (LF)	50,000	\$ 0.73	\$ 36,500.00	\$ 0.75	\$ 37,500.00
Item 3 - Traffic Maintenance Control (days)	5	\$ 300.00	\$ 1,500.00	\$ 350.00	\$ 1,750.00
TOTAL BID			\$ 137,750.00		\$ 125,500.00
Acknowledged addenda			N/A		N/A
Exceptions			None		
Comments			None		

CONTRACT FOR JOINT AND CRACK SEALING SERVICES

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, 45175 Ten Mile, Novi, Michigan 48375 "City", and Scodeller Construction Inc., whose address is 51722 Grand River Avenue, Wixom, MI 48393, "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 notification by an authorized City representative of work to be performed. These time limits are of the essence of this Contract and failure to meet them shall permit City to terminate this Contract whether or not work has been commenced.

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

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

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

for any damages which may be asserted, claimed or recovered against the City by reason of personal injury and/or property damages which arises out of or is in any way connected or associated with this Contract.

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

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

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

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

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

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

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

City: Peter E. Auger, City Manager and Cortney Hanson, City Clerk

Contractor: Eamonn Dwyer, Vice President

Contract Term. The initial contract term shall begin as of the date of the last signature on this agreement and continue until June 30, 2019. Upon mutual consent of the City

of Novi and the contractor, the contract may be renewed two (2) times in one (1) year increments.

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

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

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

By: Robert J. Gatt
Its: Mayor

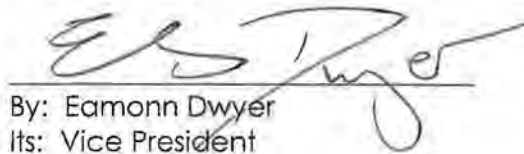
Date: _____

By: Dawn Spaulding
Its: Deputy Clerk

Date: _____

SCODELLER CONSTRUCTION INC.


Date: 2/13/2018


By: Eamonn Dwyer
Its: Vice President



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	\$ 1.33	\$ 99,750.00
2	Hot-Poured Joint Sealant	Per LF	50,000	\$ 0.73	\$ 36,500
3	Traffic Maintenance Control (Major Roads)	Per Day	5	\$ 300.00	\$ 1,500.00
TOTAL BID PRICE					\$ 137,750.00

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):

None

COMMENTS: None

We acknowledge receipt of the following Addenda: None
(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) Eamonn Dwyer

Representative's Title Vice President

Representative's Signature 

E-mail dwyer@scodeller.com

Date 01/30/2018



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) 787-1520
Agent's Name (please print) Adam Hartley
Agent's Title Division Manager
Email Address: adam@scodeller.com
Website N/A

1. Organizational structure: Corporation, Partnership, etc. Corporation
2. Firm established: 1985 Years in business: 32
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?
N/A
5. How many full time employees? Approx. 100 Part time? Varies
6. Are you able to provide insurance coverage as required by this bid? Yes
7. 24/7 Emergency Telephone Number (248) 787-1520
8. Provide your procedure for handling night & weekend calls
Call Adam Hartley on his mobile at (248) 787-1520. He is available 24/7
9. List the scope of services (type of work) you are able to perform.
Joint and crack cleaning and sealing

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

MDOT Prequalified Contractor No. 03564

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.

Please see attached resumes

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

Please see attached vehicle/equipment list

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.

Please see attached list of contracts.

14. **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 Wayne County Airport Authority - Detroit Metro Airport

Address Building 704 West Service Dr, Detroit, MI 48242

Phone (734) 247-7129 Contact name Devin O'Rourke

Company City of Warren

Address One City Square, Warren, MI 48093

Phone (586) 759-9300 Contact name Justin Reynolds

Company City of Fraser

Address 33000 Garfield Rd, Fraser, MI 48026


Phone (586) 484-1807 Contact name Bernard J Van Fleteren

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

No Yes

16. 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) Eamonn Dwyer

Date 01/30/2018

51722 Grand River Ave
Wixom, MI 48393

Phone (248) 374-1102
Fax (248) 374-1109

Peter D. Scodeller

Employment	10/85 - Present President and Owner	Scodeller Construction, Inc	Wixom, MI
	6/84 - 9/85 Foreman	Teer Corporation	
	<ul style="list-style-type: none">▪ Responsible for day-to-day operations of the Joint Sealing and Concrete crews		
	7/80 - 1/84 Foreman	Kegle Construction	Lansing, MI
	<ul style="list-style-type: none">▪ Responsible for day-to-day operations of the Joint Sealing and Concrete crews		
Education	Catholic Central High School , Lansing MI		
	<ul style="list-style-type: none">▪ General Studies Diploma		
	Lansing Community College , Lansing, MI		
	<ul style="list-style-type: none">▪ Labor Relations		
	Michigan State University , Lansing, MI		
	<ul style="list-style-type: none">▪ Motor Performance Study		
Professional Memberships	MITA-Michigan Infrastructure & Transportation Association Michigan Road Preservation Association Ohio Pavement Preservation Association Licensed Pilot		

51722 Grand River Ave
Wixom, MI 48393

Phone (248) 374-1102
Fax (248) 374-1109

Eamonn Dwyer

- Employment** 2006 - Present Scodeller Construction Wixom, MI
Vice President
- Contract compilation and maintenance for federal, municipal and private procurement.
 - Implementation and maintenance of job costs, material and equipment acquisition.
 - Bidding and scheduling of work.
 - Sales representations.
- 2005-2006 Aggregate Industries, Central Region
Vice President and General Manager-Aggregate Division Kalamazoo, MI
- Complete responsibility for construction aggregate product line, including production and sales for six stationary wash plants, four portable plants and one hard rock quarry in Michigan and Indiana.
- 2004-2005 Mason Asphalt and Construction Lansing, MI
Division Manager
- Managed asphalt plant, paving crew, and general excavating business in central Michigan.
- 1996-2004 Thompson McCully Company Clarkston, MI
Division Manager-Clarkston
- Directed production of a 600,000 ton per annum asphalt plant, and all contracting activity in Northern Detroit market. Managed a team of estimators, project managers, and superintendents to consistently return above average profits.
- 1991-1996
Project Manager-Rawsonville Rawsonville, MI
- Bid, negotiated, managed, and collected payment on multi million dollar highway, commercial, and residential construction projects in the public and private sectors.
- 1986 - 1991 Fairclough Civil Engineering United Kingdom
Field Engineer
- Designed and supervised construction of major civil engineering projects, including multi span bridges, highways, offshore structures, power stations, retaining walls and deep foundations.

Education City University, London, England
Bachelor of Science, Civil Engineering

Professional Memberships The Institution of Civil Engineers, Member

ADAM HARTLEY

51722 Grand River Ave • Wixom, MI 48393
(248) 787-1520 • adam@scodeller.com

PROFESSIONAL EXPERIENCE

SCODELLER CONSTRUCTION • Wixom, MI • 2015 - Present

Leading pavement maintenance contractor with over 30 years of experience in sealing joints and cracks in concrete and asphalt pavement.

Division Manager – Michigan Hot Pour Division

Manage day to day operations of concrete joint sealing division. Bid private and public jobs on the local, state, and federal level. Manage schedule for multiple crews throughout Michigan. Monitor and manage job costs. Manage equipment, material, and personnel acquisition.

STRUCTURETEC • Farmington Hills, MI • 2015

Building consulting firm specializing in roofing, building restoration, and pavement.

Associate Project Manager - Pavement Management Group

Performed evaluations of existing pavement systems to assess conditions and identify deficiencies. Developed long term budget projections for maintenance and/or replacement of existing pavement systems. Designed plans and specifications for paving projects.

BARTON MALOW COMPANY • Southfield, MI • 2014 - 2015

General contractor with over 90 years of construction experience in a diverse range of markets and delivery methods - ENR Midwest Magazine's 2014 Contractor of the Year.

Project Engineer

Assisted in day to day management of General Motors Lansing Grand River Assembly Plant's \$110 million addition. Managed all aspects of document control for project including submittals, RFIs, and drawing updates. Managed procurement and installation of miscellaneous scopes of work throughout project completion.

VSS INTERNATIONAL, INC. • West Sacramento, CA • 2011 - 2014

One of the leading pavement maintenance companies on the West Coast, with more than 35 years of experience in developing and implementing pavement maintenance strategies.

Estimator/Project Manager

Prepare estimates and manage projects for both public and private clients across seven western states. Drive sales by advising clients on appropriate methods of pavement maintenance to address their needs while remaining within their budget. Develop and maintain relationships with suppliers and subcontractors to improve competitive edge.

EDUCATION

Bachelor of Science in Construction Management

Michigan State University • East Lansing, MI • 2010

TECHNICAL SKILLS

Word • Excel • PowerPoint • Project • Outlook • Google Earth Pro • Bluebeam Revu

51722 Grand River Ave
Wixom, MI 48393

Phone (248) 374-1102
Fax (248) 374-1109

Brian Poyle

Employment	6/98 - Present	Scodeller Construction, Inc.	Wixom, MI
	Foreman		
	▪ Responsible for day-to-day operations of the Joint Sealing crews. Which includes cleaning, sealing and resealing of joint and cracks on private, municipal and federal roadways and airports.		
	2/92 - 6/98	Scodeller Construction, Inc.	South Lyon, MI
	Unskilled Laborer		
	▪ Crack and Joint Sealing		
Other	CDL Class A with Hazardous Material Endorsement Work site Traffic Supervisor Certification CPR First Aid		

51722 Grand River Ave
Wixom, MI 48393

Phone (248) 374-1102
Fax (248) 374-1109

Gerard Bereta

Employment

6/95 - Present Scodeller Construction, Inc. Wixom, MI
Foreman

- Responsible for day-to-day operations of the Joint Sealing crews. Which includes cleaning, sealing and resealing of joint and cracks on private, municipal and federal roadways and airports.

All Scodeller Construction, Inc. foreman hold a CDL.

- Nationally Certified Traffic Supervisor

2/90 - 6/95 Best Block Ypsilanti, MI
Foreman

- Oversee day-to-day operations of concrete block plant.

Education

High School graduate with a General Studies Diploma

Licenses/Certifications

CDL Holder B Hazardous Materials Endorsement
CPR
First Aid



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



Current Contracts

Contact	Organization	Type	Completion Date	% Complete	Value of Contract
Devin O'Rourke	DTW Airport	Joint Reseal and Spall Repair	November 2018	0%	\$1,000,000
Joe Galea	Willow Run Airport	Overband Crack Seal	November 2018	0%	\$150,000
Daniel Roberts	MDOT	Concrete Reseal	June 2018	65%	\$1,639,000
Neal Barncard	MDOT	Overband Crack Seal	June 2018	50%	\$140,000
Ben Gowell	MDOT	Overband Crack Seal	July 2018	0%	\$719,925
Bernard Van Fleten	City of Fraser	Concrete Reseal	July 2018	35%	\$165,000



*Contracting For Pavement Preservation
Equal Opportunity Employer*





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

JOINT AND CRACK SEALING PROGRAM

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

Sealed bids will be received until **2:00 P.M.** prevailing Eastern Time, **January 30, 2018** at which time bids will be opened and read. Bids shall be addressed as follows and delivered to:

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

All bids must be signed by a legally authorized agent of the bidding firm. **OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "JOINT AND CRACK SEALING PROGRAM BID" AND MUST BEAR THE NAME OF THE BIDDER.**

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

Sue Morianti
Purchasing Manager

Notice Dated: January 11, 2018

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
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	January 11, 2018
Last Date for Questions	Monday, January 22, 2018 by 12:00 P.M. Please submit all questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	Tuesday, January 30, 2018 by 2:00 P.M.

QUESTIONS

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

BID SUBMITTALS

Provide **four (4)** copies of your bid, **one (1)** unbound signed and clearly marked as ORIGINAL, and **three (3)** copies of the original bid, clearly marked as COPY. Original bid may be clipped but should not be stapled or bound. Copies may be stapled and bound. The original and copies should be identical, excluding the obvious difference in labeling. No other distribution of the bids will be made by the Contractor. Bids must be signed by an official authorized to bind the Contractor to its provisions.

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 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.

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.

PAYMENT, AND MAINTENANCE AND GUARANTEE BONDS

Payment, and Maintenance and Guarantee Bonds shall be provided by the successful bidder within 15 days of award of contract. ***New bonds will be required each year when the contract is renewed.***

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

PAYMENT BOND

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

MAINTENANCE AND GUARANTEE BOND

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

GENERAL CONDITIONS

INSURANCE

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

TAX EXEMPTION

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

FREIGHT CHARGES/SHIPPING/HANDLING

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

DOWN-PAYMENTS OR PRE-PAYMENTS

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

INVOICING

Invoice must be mailed to: City of Novi, Attn: Finance Department, 45175 Ten Mile Road, Novi, MI 48375; or emailed to invoices@cityofnovi.org.

PAYMENT

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

CONTRACT 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.



CITY OF NOVI
JOINT AND CRACK SEALING PROGRAM
SPECIFICATIONS

BACKGROUND

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

The amount remaining in the budget for work to be done by June 30, 2018 is \$78,000. The City generally budgets \$200,000 for this work for each fiscal year (which runs from July 1st through June 30th), however there is no guaranteed amount that will be budgeted each fiscal year.

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 1, 2018 and end on June 30, 2019. *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 2012 MDOT Standard Specifications for Construction, Section 502, or as otherwise specified herein.
2. Resealing Joints with hot-poured rubber to be performed in general conformance with 2012 MDOT Standard Specifications for Construction, Section 602, or as otherwise specified herein.
3. The accepted bids shall encompass all labor, equipment and materials required to complete the scope. All work shall comply with the City of Novi Code of Ordinances.

SPECIFICATIONS

1. Overband Crack Fill:
 - A. Clean cracks in existing HMA pavement and remove existing damaged or deteriorating overband, loose dirt, vegetation and foreign material. Furnish and use a compressed air system that produces a continuous, high-volume, high pressure stream of clean dry air that can produce a minimum of 100 psi and continuous 150 cfm air flow.
 - B. Provide a melter applicator consisting of a boiler kettle equipped with pressure pump, hose and applicator wand. Equip the hose with shutoff control. Place a

mechanical full-sweep agitator in the kettle to provide continuous blending. Equip the unit with thermometers to monitor the material temperature and heating oil temperature. Provided thermostatic controls that allow the operator to regulate material temperature up to 425 deg. F.

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

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

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

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

2. Resealing Joints with Hot-Poured Rubber

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

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

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

- 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.

3. Traffic Maintenance and Control:

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

- A. Traffic control will be required for crack filling operations on all non-local roads as directed by the City.
- B. The completed work as measured for Traffic Maintenance and Control will be paid for at the contract unit price for the following contract item (pay item):

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

- C. Traffic control will be measured on a per day basis, per day of actual work performed requiring traffic control, as directed by the City, for work performed on non-local roads.
- D. A non-local road is defined as a two-lane, medium-volume road.



CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A

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

recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

**ADDITIONAL REQUIREMENTS
HOLD HARMLESS/INDEMNITY**

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
 - A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
 - B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
 - C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

MAINTENANCE AND GUARANTEE BOND

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

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

CITY OF NOVI, MICHIGAN

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

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

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

Joint and Crack Sealing Program

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

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

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

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

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

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

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

Signed and Sealed this _____ day of _____, 20__.

In the Presence of:

WITNESS

(fill-in name of construction contractor)

Principal

Title

Surety

Title

Address of Surety

Bond No.

City

Zip Code

PAYMENT BOND

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

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

CITY OF NOVI, MICHIGAN

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

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

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

Joint and Crack Sealing Program

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

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

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

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

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

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

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

Signed and Sealed this _____ day of _____, 20____.

In the Presence of:

WITNESS

(insert Contractor's name)

Principal

Title

WITNESS

Surety

Title

Address of Surety

Bond No.

City

Zip Code

Crack Seal Street Repairs



Before



After