



CITY of NOVI CITY COUNCIL

Agenda Item 4
October 9, 2017

SUBJECT: Approval to award a unit price contract to Asphalt Solutions of Michigan and Great Lakes, LLC, the low bidder, for the FY17/18 Infrared Roadway Repair Program in an estimated amount of \$100,000. The contract term is one year with two one-year extensions.

SUBMITTING DEPARTMENT: Department of Public Services- Field Operations Division

CITY MANAGER APPROVAL: *AS*

EXPENDITURE REQUIRED	\$100,000 (Estimated)
AMOUNT BUDGETED	\$90,000
APPROPRIATION REQUIRED	\$0
LINE ITEM NUMBER	202-202.00-866.025 \$25,000 203-203.00-866.025 \$65,000

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 asphalt roadways, parking lots or pathways to an extremely high temperature, making the top two inches workable again. 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 topping. 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 at a significantly higher cost.

One bid was received and opened on August 22, 2017 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' programmed work.

Work is scheduled to begin next spring and be completed by June 30, 2018.

RECOMMENDED ACTION: Approval to award a unit price contract to Asphalt Solutions of Michigan and Great Lakes, LLC, the low bidder, for the FY17/18 Infrared Roadway Repair Program in an estimated amount of \$100,000. The contract term is one year with two one-year extensions.



CITY OF NOVI
Infrared Pavement Repairs Bid Tab
August 22, 2017 2:00 P.M.

Company		Asphalt Solutions of Michigan & Great Lakes
A. Neighborhood Roadways	Per Sq Ft	\$ 3.50
Neighborhood Roads Traffic Control - Daily (as requested)	Per day	\$ 1,200.00
B. Major Roadways	Per Sq Ft	\$ 4.00
Major Roadways Traffic Control - Daily (as requested)	Per day	\$ 2,000.00
C. Non-Motorized Pathways	Per Sq Ft	\$ 3.75
Size of each chamber's heating area	Sq Ft	see comments below
Minimum notice needed in order to start work		14-21 days
Acknowledge Addenda		Yes
Exceptions		
Comments		78 sf size=77 sf heated area; 63 sf size=62 sf heated area; 48 sf size=47 sf heated area; 24 sf size=23 sf heated area; 15 sf size=14.5 sf heated area.

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 _____, whose address is _____, (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 _____ and end on _____. 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 not to exceed \$_____ for services and materials as specifically set forth in the completed Proposal attached which are 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

SAMPLE AGREEMENT

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

SAMPLE AGREEMENT

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. 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.
- F. 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:
- G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.
- H. 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.
- I. 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.
- J. 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.

SAMPLE AGREEMENT

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

WITNESS AND DATES
OF SIGNATURES:

CONTRACTOR

Date: _____

By:
Its:

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 offeror 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 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 bid for the purpose of restricting competition.

Each person signing the bid 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 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 offeror'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. Approximately 20 percent of existing asphalt shall be removed and replaced with new material.

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. Machinery shall be narrow enough to efficiently work on pathways eight (8) foot in width and on tight corners. This heating unit, and any machinery attached, must not exceed 13,000 lbs.
 - 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. 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. A minimum of 80% of all over-band material shall be removed from the repair location.
 6. All road striping material shall be removed from repair locations.

7. 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.
8. Reshape patched area by hand with rake and lute to match grade of existing adjacent pavement.
9. 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.



CITY OF NOVI
INFRARED PAVEMENT REPAIRS (REVISED)

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 \$ 3.50 per sq. ft.
Daily Traffic Control (as requested) \$ 1,200.00 per day
- B. Major Roadways \$ 4.00 per sq. ft.
Daily Traffic Control (as requested) \$ 2,000.00 per day
- C. Non-motorized Pathways \$ 3.75 per sq. ft.

Size of each chamber's heating area see comments below sq. ft.

Minimum notice needed in order to start work 14-21 days

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

EXCEPTIONS TO SPECIFICATIONS (all exceptions must be noted here, or on an additional attached sheet):

COMMENTS: 78" size = 77" heated area, 63" size = 62" heated area, 48" size = 47" heated area, 24" size = 23" heated area, 15" size = 14.5" heated area

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

Company City of Frankfort

Address 412 Main St. P.O. Box 351 Frankfort, MI 49635
Phone 231-352-7117 Contact name Josh Mills

Company Village of Beulah
Address 7228 Commercial St. P.O. Box 326 Beulah, MI 49617
Phone 231-882-4451 Contact name Dan Smith

Company Blarney Castle Oil Co.
Address 12218 West St. P.O. Box 246 Bear Lake, MI 49614
Phone 231-864-3111 Contact name Tracy Griffis

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 and Great Lakes

Address 835 Bellows Ave

City Frankfort State MI Zip 49635

Telephone 231-651-0018 Fax 231-399-0293

Representative's Name John B. Popp

Representative's Title Owner

Authorized Signature John B. Popp

E-mail asphaltsolutionsmi@yahoo.com

Date 8-17-2017



ORIGINAL

CITY OF NOVI
INFRARED PAVEMENT REPAIRS
ADDENDUM #1

INTENT: This addendum has been issued to modify and/or interpret the original specifications for the bid/RFP named above. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

RESPONSE: The Contractor shall verify receipt of this Addendum on the Bid Form.

CONTENTS: Included in this Addendum is one (1) page of written addenda description.

CLARIFICATIONS:

1. Add to Section B. Construction:
 10. A daily record of work completed will be emailed to the Roadway Asset Manager or their designee by 9:00 a.m. the next day.
2. Revised Bid Form is included with this addendum.

Sue Morianti
Purchasing Manager

Notice dated: August 17, 2017