


CITY of NOVI CITY COUNCIL

**Agenda Item 1
April 27, 2009**

SUBJECT: Approval to award a two year Aggregate Materials Contract, with a one year renewable option, to the low bidder, based on unit pricing for each material, for a total estimated amount of \$97,040.

SUBMITTING DEPARTMENT: Department of Public Services ^{RHS} 

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$97,040 (estimated)
AMOUNT BUDGETED	\$816,200 Major Roads \$567,670 Local Roads
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	202-202.00.866.000 (50%) Major Roads 203-203.00.866.000 (50%) Local Roads

BACKGROUND INFORMATION:

Aggregate materials (i.e. gravel, stone, sand) are used in a variety of road and drain maintenance work activities. An invitation to bid was publically advertised on MITN and 12 bids were received (see attached invitation to bid, and bid tabulation).

The follow table summarizes the attached bids, with the lowest responsive, responsible bidder listed in each category of material. Two bidders, Bedrock and Trans-Tek, did not acknowledge receipt of the bid addenda, but this irregularity did not affect the outcome of bidding results.

Materials	Estimated Tons	Company	Price Per Ton	Total Cost
Natural Sand 2NS	300	Bedrock Express	\$7.49	\$2,247
Fill Sand (Bank Run)	300	Ellsworth Ind.	5.41	1,623
21A Limestone	500	Ellsworth Ind.	10.39	5,195
21AA Limestone	1500	Ellsworth Ind.	10.39	15,585
22A Natural	1800	Trans-Tek	8.25	14,850
23A Natural	400	Trans-Tek	8.25	3,300
34R Peastone	200	Ellsworth Ind.	10.75	2,150
4G Limestone	200	Ellsworth Ind.	11.95	2,390
6A Natural	1500	Bedrock Express	10.74	16,110
MDOT 4AA Limestone	1000	Ellsworth Ind.	11.95	11,950
1"X3" Limestone	400	Ellsworth Ind.	11.95	4,780
2"X4" Landscape/Floatstone	400	Bedrock Express	14.25	5,700
4"X8" Rip Rap	100	Loma Trucking	17.15	1,715
3x1 Blast Furnace Slag	100	Ellsworth Ind.	11.95	1,195
Chloride Treated Sand	600	Bedrock Express	13.75	8,250
Total	9,300			\$ 97,040

The contract term is two years. Upon mutual consent of the City and the successful bidder, prices will remain firm for one additional year. Contracts will be awarded to these firms for the respective estimated amount shown.

<u>Contract Award</u>	<u>Total Contract Amount</u>
Bedrock Express	\$32,307
Ellsworth Ind.	\$44,868
Loma Trucking	\$ 1,715
Trans-Tek	\$18,150
Total	\$97,040

RECOMMENDED ACTION: Approval to award a two year Aggregate Materials Contract, with a one year renewable option, to the low bidder, based on unit pricing for each material, for a total estimated amount of \$97,040.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Burke				
Council Member Crawford				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

CITY OF NOVI
AGGREGATE MATERIALS 09

	Description	Est. Qty (tons)	Bedrock Express	Ellsworth Ind.	Trans-Tek	Loma Trucking	North Star Ranch	T.K.M.S.	Tebben Bros	Hayball Transport	Edw. C. Levy	Metropolitan Demolition	Osburn Industries	Logan Transport
	Acknowledge Addendum #1		no	yes	no	yes	no	no	yes	yes	yes	no	no	yes
1.	Natural Sand 2NS	300	7.49	8.69	8.00	8.95	8.27	9.50	12.50	9.08	8.20	13.00	9.45	10.40
2.	Fill Sand (Bank Run)	300	6.24	5.41	5.75	5.80	5.90	5.75	7.50	5.68	6.15 *	10.00	5.75	6.90
3.	21A Limestone	500	no bid	10.39	12.75 (natural)	12.10	12.75	11.25	15.00	11.68	16.05	13.25	13.10	13.95
4.	21AA Limestone	1,500	12.49	10.39	12.50 (gravel) 13.00 (limestone)	12.20	12.85	11.50	15.50	11.68	16.05	13.25	13.15	14.95
5.	22A Natural	1,800	10.49	8.67	8.25 (gravel)	8.95	9.25	9.25	10.75	8.77	8.65	13.50	9.10	9.65
6.	23A Natural	400	10.49	8.67	8.25 (gravel)	9.20	9.25 (12.95 for limestone)	9.25	11.25	8.77	8.65	13.00	9.10	9.65
7.	34R (Peastone)	200	12.25	10.75	12.35	12.50	13.00	14.00	15.70	13.37	13.25	17.50	12.55	13.50
8.	4G Limestone	200	no bid	11.95	13.00	14.20	13.25	13.50	16.70	12.28	17.85	17.25	13.55	16.25
9.	6A Natural	1,500	10.74	12.05	13.00	12.95	14.65	14.50	17.50	12.83	13.90	19.00	12.86	14.90
10.	4AA Limestone	1,000	12.89 (natural 4A)	11.95	12.50	12.40	15.50	no bid	NA	no bid	no bid	17.50	NA	15.00
11.	1" X 3" Limestone	400	14.89	11.95	13.75	12.40	13.55	13.50	16.70	12.58	18.05	18.00	13.85	15.75
12.	2" x 4" Landscape/Float Stone	400	14.25	no bid	35.00	no bid	15.50	25.50	27.03	no bid	no bid	16.25	17.40	20.50
13.	4" – 8" Rip Rap	100	26.49	18.45	17.50	17.15	19.00	21.50	23.50	18.03	no bid	26.00	19.30	21.00
14.	3 X 1 Blast Furnace Slag	100	no bid	11.95	14.00	no bid	NA	no bid	NA	14.79	18.05 **	19.50	NA	16.45
15.	Chloride-treated Sand	600	13.75	16.69	32.00	33.15	25.25	24.50	26.50	no bid	no bid	22.50	24.60	25.50
	Minimum order		50 ton	50 ton	50 ton	50 ton	50 ton	50 ton	48-52 ton	50	50 tons	50 tons	50 tons	50 tons
	Deviations					Orders must be placed by 10 am for same day delivery. 4A spec sheet included.								reserves the right to impose fuel surcharge if fuel rises above \$3/gal

Total sum
147,600

* alternate item was bid - CL II GR (spec included)

** alternate item was bid - 1"x3" LS



**CITY OF NOVI, MICHIGAN
PURCHASING DEPARTMENT**
45175 W. TEN MILE RD.
NOVI, MI 48375

**AGGREGATE MATERIALS
SIGNATURE PAGE**

Bid submitted by:

Name (printed) Barry Bass Title: PRESIDENT
Company (Legal Registration) BEDROCK EXPRESS LTD. SINCE 1986
Address 1290 N - M-15
City Ortonville State Mi Zip 48462
Telephone 800 827 4240 Fax 248 627 4876
E-mail BASS.BEDROCK@COMCAST.NET
Signature [Signature] Date 3-26-09

For information on responding to this ITB, contact Sue Morianti, Purchasing Manager, at

Submittal of Bids: Bids must be delivered prior to the due date and time specified to the City of Novi, Office of the City Clerk, 45175 W. Ten Mile Rd., Novi, Michigan 48375. Bids must be submitted by person or mail. Faxed quotations will not be accepted.

THE BID ENVELOPE MUST BE IDENTIFIED WITH THE FULL BID NAME AND DUE DATE.

THIS PAGE MUST BE INCLUDED WITH YOUR BID. 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.

NOTICE TO BIDDERS:

The City of Novi officially distributes ITB through the Michigan Intergovernmental Trade Network (MITN). Copies of ITB obtained from any other source are not considered official. 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 in any information received from alternate sources. Only those bidders who obtain ITB from the MITN system have the ability to receive addendum information, if such information is issued.

If you obtained this document from a source other than MITN, it is recommended that you register on the MITN site, _____, and obtain an official copy.



Company BEDROCK EXPRESS LTD.

**CITY OF NOVI
 BID FORM – AGGREGATE MATERIALS**

All prices are fixed and firm at the amounts listed below
 for the entire contract period upon award of the contract by City Council.

Item	MATERIAL	POTENTIAL TONS (ANNUALLY)	Unit Price/Ton (delivered)
1	Natural Sand 2NS	300	7.49
2	Fill Sand (Bank Run)	300	6.24
3	21A	500	
4	21AA	1,500	12.49
5	22A	1,800	10.49
6	23A	400	10.49
7	34R (Peastone)	200	12.25
8	4G	200	
9	6A	1,500	10.74
10	4A	1,000	12.89
11	1" X 3" Limestone	400	14.89
12	2" x 4" Landscape/Float Stone	400	14.25
13	4" – 8" Rip Rap	100	26.49
14	3 X 1 Blast Furnace Slag	100	
15	Chloride-treated Sand	600	13.75

ORDERING PROCEDURES

Contact person Barry Bass
 Telephone number 800 827 4240
 Minimum order quantity 50 TON

DEVIATIONS:

Any suggested deviations from the specifications, terms and conditions shall be provided in the space provided below, or on an attached summary sheet.

9 6A IS NATURAL STONE / ROUND / WASHED
10 4A IS NATURAL STONE / ROUND / WASHED

We acknowledge receipt of the following addendums: _____
 (please list numbers)



**CITY OF NOVI, MICHIGAN
PURCHASING DEPARTMENT**
45175 W. TEN MILE RD.
NOVI, MI 48375

**AGGREGATE MATERIALS
SIGNATURE PAGE**

Bid submitted by:

Name (printed) CHAD MONTEITH Title: PRESIDENT

Company (Legal Registration) ELLSWORTH INDUSTRIES

Address P.O. BOX 5366

City PLYMOUTH State MI. Zip 48170

Telephone 313-818-4190 Fax 248-465-9936

E-mail CMONTEITH519@COMCAST.NET

Signature [Handwritten Signature] Date 3/29/09

For information on responding to this ITB, contact Sue Morianti, Purchasing Manager, at smorianti@cityofnovi.org

Submittal of Bids: Bids must be delivered prior to the due date and time specified to the City of Novi, Office of the City Clerk, 45175 W. Ten Mile Rd., Novi, Michigan 48375. Bids must be submitted by person or mail. Faxed quotations will not be accepted.

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Company ELLSWORTH INDUSTRIES

**CITY OF NOVI
 BID FORM – AGGREGATE MATERIALS (REVISED)**

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 for the entire contract period upon award of the contract by City Council.

Item	MATERIAL	POTENTIAL TONS (ANNUALLY)	Unit Price/Ton (delivered)
1	Natural Sand 2NS	300	8.69
2	Fill Sand (Bank Run)	300	5.41
3	21A Limestone	500	10.39
4	21AA Limestone	1,500	10.39
5	22A Natural	1,800	8.67
6	23A Natural	400	8.67
7	34R (Peastone)	200	10.75
8	4G Limestone	200	11.95
9	6A Natural	1,500	12.05
10	MDOT 4AA Limestone	1,000	11.95
11	1" X 3" Limestone	400	11.95
12	2" x 4" Landscape/Float Stone	400	No Bid
13	4" – 8" Rip Rap	100	18.45
14	3 X 1 Blast Furnace Slag	100	11.95
15	Chloride-treated Sand	600	16.69

ORDERING PROCEDURES

Contact person CHAD MONTEITH
 Telephone number (313) 818-4790
 Minimum order quantity 50 TON

DEVIATIONS:

Any suggested deviations from the specifications, terms and conditions shall be provided in the space provided below, or on an attached summary sheet.

NONE.

We acknowledge receipt of the following addendums: #1 [Signature]
 (please list numbers)



cityofnovi.org

**CITY OF NOVI, MICHIGAN
PURCHASING DEPARTMENT**
45175 W. TEN MILE RD.
NOVI, MI 48375

**AGGREGATE MATERIALS
SIGNATURE PAGE**

Bid submitted by:

Name (printed) KEN KEELER Title: SALES MANAGER

Company (Legal Registration) LOMA TRUCKING + LANDSCAPE SUPPLIES, INC

Address 7301 RAWSONVILLE RD

City BELLEVILLE State MI Zip 48111

Telephone 734-482-6400 Fax 734-482-6540

E-mail jjk2muchfun@hotmail.com or Willipper@msn.com

Signature [Signature] Date 3/30/09

For information on responding to this ITB, contact Sue Morianti, Purchasing Manager, at smorianti@cityofnovi.org

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cityofnovi.org

Company LOMA TRUCKING + LANDSCAPE SUPPLIES, INC

**CITY OF NOVI
 BID FORM – AGGREGATE MATERIALS**

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Item	MATERIAL	POTENTIAL TONS (ANNUALLY)	Unit Price/Ton (delivered)
1	Natural Sand 2NS	300	8.95
2	Fill Sand (Bank Run)	300	5.80
3	21A	500	12.10
4	21AA	1,500	12.20
5	22A	1,800	8.95
6	23A	400	9.20
7	34R (Peastone)	200	12.50
8	4G	200	14.20
9	6A	1,500	12.95
10	4A	1,000	12.40
11	1" X 3" Limestone	400	12.40
12	2" x 4" Landscape/Float Stone	400	—
13	4" – 8" Rip Rap	100	17.15
14	3 X 1 Blast Furnace Slag	100	—
15	Chloride-treated Sand	600	33.15

ORDERING PROCEDURES

Contact person KEN KEELER
 Telephone number 734-260-1370 OR 734-652-9961
 Minimum order quantity 50 TON

DEVIATIONS:

Any suggested deviations from the specifications, terms and conditions shall be provided in the space provided below, or on an attached summary sheet.

ITEM #10 4A LIMESTONE SPEC SHEET ATTACHED
ORDER PLACEMENT + DELIVERY: IF PLACED BY 10am BY END OF DAY, IF AFTER 2pm NEXT DAY UPTO 15 LOADS

We acknowledge receipt of the following addendums: #1
 (please list numbers)

Aggregate Industries

Dundee

2008

Product: 4A Load out

Pit Name

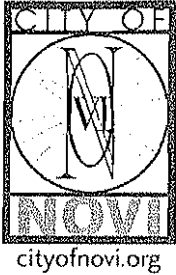
Plant: AC-1

MDOT Pit No.: 58-006

Specification Limits

Test	Date	Taken By	Comments	Test By	H2O %	Specification Limits					Pick			No.4	LBW	Crush
						2 1/2"	2"	1 1/2"	1"	3/4"	1/2"	3/8"				
1	6-25	Herb	Load out stacker	JM		100.0	100.0	100.0	2.8	0.3					Dry Shake	100.0

Average: All Tests #DIV/0! 100.0 100.0 100.0 2.8 0.3 #DIV/0! #DIV/0! #DIV/0! #DIV/0! 100.0
 Standard Deviation #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0!



**CITY OF NOVI, MICHIGAN
PURCHASING DEPARTMENT**
45175 W. TEN MILE RD.
NOVI, MI 48375

**AGGREGATE MATERIALS
SIGNATURE PAGE**

Bid submitted by:

Name (printed) William Blumenthal Title: OWNER

Company (Legal Registration) TRANSFER TRANSPORT LLC

Address P.O. Box 464

City SOUTH LYON State MI Zip 48179

Telephone 248 486 6548 Fax SAME

E-mail MKB 102 AT AOL

Signature William Blumenthal Date 3-23-09

For information on responding to this ITB, contact Sue Morianti, Purchasing Manager, at smorianti@cityofnovi.org

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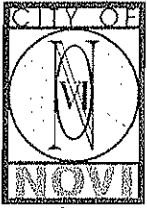
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cityofnovi.org

Company TRANS-TEK TRANSPORT LLC

CITY OF NOVI BID FORM – AGGREGATE MATERIALS

All prices are fixed and firm at the amounts listed below for the entire contract period upon award of the contract by City Council.

Item	MATERIAL	POTENTIAL TONS (ANNUALLY)	Unit Price/Ton (delivered)
1	Natural Sand 2NS	300	8.00
2	Fill Sand (Bank Run)	300	5.75
3	21A NATURAL GRAVEL	500	12.75
4	21AA LIMESTONE	1,500	12.50 13.00
5	22A GRAVEL	1,800	8.25
6	23A GRAVEL	400	8.25
7	34R (Peastone)	200	12.35
8	4G	200	13.00
9	6A	1,500	13.00
10	4A	1,000	12.50
11	1" X 3" Limestone	400	13.75
12	2" x 4" Landscape/Float Stone	400	35.00
13	4" – 8" Rip Rap	100	17.50
14	3 X 1 Blast Furnace Slag	100	14.00
15	Chloride-treated Sand	600	32.00

ORDERING PROCEDURES

Contact person KATHY BLUMENSTIEL
 Telephone number 248 486-6548
 Minimum order quantity 50 TON

DEVIATIONS:

Any suggested deviations from the specifications, terms and conditions shall be provided in the space provided below, or on an attached summary sheet.

We acknowledge receipt of the following addendums: _____
(please list numbers)

DRAFT

CONTRACT

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 W. Ten Mile, Novi, Michigan 48362 “City”, _____, whose address is _____, _____, _____, “Contractor.”

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

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

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

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

Payment. The City agrees to pay the Contractor the sum of \$_____, payment to be made after satisfactory completion of the work and within thirty () days of receiving a final bill or invoice for the 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.

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

DRAFT

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: Sue Morianti, Purchasing Director, with a copy to Thomas R. Schultz, Secrest, Wardle, Lynch, Hampton, Truex and Morley, 30903 Northwestern Highway, Farmington Hills, MI 48333.

Contractor: _____

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.

[signatures on next page}

DRAFT

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: David B. Landry
Its: Mayor

Date: _____

By: Maryanne Cornelius
Its: Clerk

CONTRACTOR

Date: _____

By: Joseph Bruz
Its:

EXHIBIT A WORK SPECIFICATIONS

The specifications, limitations, requirements conditions for the demolition and removal work at City-owned property at the south-east corner of Ten Mile Road and Beck Road, specifically a barn structure, are as follows:

1. The required work is the complete demolition of

[add detail here, and refer to proposal].
2. Removal and lawful disposal of all demolition debris, including building contents, if any, is required.
3. Work includes backfilling the area of demolition with proper clean fill materials to bring those areas to existing grades.
4. All disturbed areas must be seeded and mulched.
5. Contractor shall be responsible for obtaining a Demolition Permit, securing releases from all utilities having service connections within the garage to be demolished and notifying adjacent property owners.
6. The hours when work may be performed are limited by Ordinance to no earlier than one hour prior to sunrise to one hour after sunset, Monday through Saturday, with work on Sundays prohibited prior to 10:00a.m. and after 6:00p.m.

1096577