

## 2026 AS-NEEDED CONCRETE REPAIRS CONTRACT

| Pay Item                                   | Pay Unit | Est. Quantity | Luigi Ferdinandi & Sons | Santos Cement | Agreed Pricing |
|--------------------------------------------|----------|---------------|-------------------------|---------------|----------------|
|                                            |          |               | Unit Price              | Unit Price    | Unit Price     |
| Remove and replace, Concrete 4 inch        | Sq. Ft.  | 5000          | \$8.33                  | \$7.50        | \$7.91         |
| Remove and replace, Concrete 6 inch        | Sq. Ft.  | 10000         | \$9.33                  | \$8.50        | \$8.91         |
| Remove and replace, Concrete 8 inch        | Sq. Ft.  | 7500          | \$11.33                 | \$10.00       | \$10.66        |
| Integral Concrete Curb & Gutter            | LF       | 2000          | \$30.00                 | \$30.00       | \$30.00        |
| Concrete Curb                              | LF       | 1000          | \$30.00                 | \$22.00       | \$26.00        |
| Catch basin, reconstruction                | VF       | 10            | \$100.00                | \$200.00      | \$150.00       |
| Catch basin, rehabilitation (top 12")      | Each     | 10            | \$1,000.00              | \$200.00      | \$600.00       |
| Catch basin, tuck pointing (top 24 ")      | Each     | 20            | \$250.00                | \$200.00      | \$225.00       |
| 21AA aggregate (beyond refreshing)         | Sq. Yd.  | 1000          | \$1.00                  | \$15.00       | \$8.00         |
| Joint Seal/Overband                        | LF       | 2000          | \$1.50                  | \$1.00        | \$1.25         |
| Asphalt remove & replace (pathways)        | Sq. Ft.  | 1000          | \$10.00                 | \$8.00        | \$9.00         |
| Asphalt mill & replace (2") (pathways)     | Sq. Ft.  | 2000          | \$7.50                  | \$7.00        | \$7.25         |
| ADA tile, provide & install                | LF       | 25            | \$55.43                 | \$55.00       | \$55.21        |
| Single lane non-freeway closure, if needed | Per Day  | 7             | \$333.00                | \$1,000.00    | \$666.50       |



CITY OF NOVI

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

AS-NEEDED CONCRETE REPAIR CONTRACT

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

Name of Firm Luigi Ferdinandi & Son Cement Co.  
Address: 16481 Common Rd  
City, State Zip Roseville, MI 48066  
Telephone 586-774-1000 Fax 586-774-1001  
Cell 586-615-6101  
Agent's Name (please print) Luigi V Ferdinandi  
Agent's Title Vice President  
Email Address: Louie @ luigicement.com  
Website or Info @ luigicement.com

1. Organizational structure: Corporation, Partnership, etc. S-Corp
2. Firm established: 1984 S-Corp Years in business: 58 yrs
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?  
Luigi F. Cement
5. How many full-time employees? 12 Part-time? 50-Seasonal
6. Are you able to provide insurance coverage as required by this bid? yes
7. List the scope of services (type of work) you are able to perform.  
Concrete Repairs - 4", 6", 8" etc  
Masonry Repairs  
Catch Basins - manhole repairs  
ADA Ramps
8. 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.

See Attachment (1)

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

See Attachment (2)

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

See Attachment (3)

11. **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 See attachment (4) (4.1)

Address

Phone Contact name

Company

Address

Phone Contact name

Company See Attachment ④  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Contact name \_\_\_\_\_

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

No ✓ Yes \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

See attachments 5 to 8

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

Signature of Authorized Company Representative: Luigi V. Ferdinand

Representative's Name (please print) Luigi V. Ferdinand

Date 1-27-26





**CITY OF NOVI**  
**AS-NEEDED CONCRETE REPAIR CONTRACT**  
**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:

| Pay Item                                     | Pay Unit | Estimated Quantity | Unit Price |
|----------------------------------------------|----------|--------------------|------------|
| Remove and replace, Concrete, 4 inch         | SF       | 5,000              | \$ 8.33    |
| Remove and replace, Concrete, 6 inch         | SF       | 10,000             | \$ 9.33    |
| Remove and replace, Concrete, 8 inch         | SF       | 7,500              | \$ 11.33   |
| Integral Concrete curb & gutter              | LF       | 2,000              | \$ 1.00    |
| Concrete curb                                | LF       | 1,000              | \$ 30.00   |
| Catch basin, reconstruction                  | VF       | 10                 | \$ 100.00  |
| Catch basin, rehabilitation (top 12")        | Ea       | 10                 | \$ 1000.00 |
| Catch basin, tuck pointing (top 24")         | Ea       | 20                 | \$ 250.00  |
| 21AA aggregate (beyond refreshing)           | SY       | 1,000 (as needed)  | \$ 1.00    |
| Joint Seal / Overband                        | LF       | 2,000              | \$ 1.50    |
| Asphalt remove & replace (pathways)          | SF       | 1,000              | \$ 10.00   |
| Asphalt mill & replace (2") (pathways)       | SF       | 2,000              | \$ 7.50    |
| ADA tile, provide and install                | LF       | 25                 | \$ 55.43   |
| Single lane (non-freeway) closure, if needed | Per Day  | 7                  | \$ 333.00  |

**ADDITIONAL CHARGES** (Any and all potential additional charges must be disclosed. The City will not pay any additional charges if they are not listed here, or attached on an additional sheet).

N/A

COMMENTS:

n/A

We acknowledge receipt of the following Addenda:

1 (1-22-2026),

(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)

Luigi Ferdinandi + Son Cement Co Inc

Address

16481 Common Rd

City

Roseville

State

MT

Zip

48066

Telephone

586-774-1000

Fax

586-774-1001

Representative's Name

Luigi V Ferdinandi

Representative's Title

Vice President

Authorized Signature

Luigi V Ferdinandi

E-mail

info@lugicement.com

Date

1-27-26



**CITY OF NOVI**  
**AS-NEEDED CONCRETE REPAIR CONTRACT**  
**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/Fee Proposal Form.

**CONTENTS:** Included in this Addendum is one (1) page with written vendor questions with answers.

**QUESTIONS:**

1. The bid item: Integral Concrete curb & gutter(pg. 17): 2000 LF

Is the intent to cut longitudinally parallel to the curb, leaving the existing road panels, only replacing the curb?

Or...Is the intent to remove the road panel, and the integral curb. Providing a pay item for the curbing integral to the road panel?

**A.** The intent is to remove the road panel, and the integral curb. Providing a pay item for the curbing integral to the road panel.

*Acknowledged*  
*Luzi V. Fedinardi*

Tracey Marzonie  
Purchasing Department

**Addendum Description**

Vendor questions with answers

**Notice Modifications**

| Notice Information | From Value | To Value |
|--------------------|------------|----------|
| No entries         |            |          |

**Category Modifications**

| Added Categories    |
|---------------------|
| No Categories Added |

| Removed Categories    |
|-----------------------|
| No Categories Removed |

**Added Documents[A]**

| Document         | Size  | Uploaded Date           | Language |
|------------------|-------|-------------------------|----------|
| Addendum 1 [pdf] | 74 Kb | 01/22/2026 02:36 PM EST | English  |

*Yusuf V. Federal*





CITY OF NOVI  
INSURANCE REQUIREMENTS  
ATTACHMENT A

*See Attachment ⑦  
Copy of  
Cert. of  
insurance*

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**

*Feb 12-26*

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.

*Luigi V. Medrano*  
*1-27-24*

## SAMPLE

### CONTRACT FOR AS-NEEDED CONCRETE REPAIRS



This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, 45175 Ten Mile, Novi, Michigan 48375 "City", and \_\_\_\_\_, whose address is \_\_\_\_\_, "Contractor."

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

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

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

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

Payment. The City agrees to pay the Contractor based on unit pricing included in Exhibit A, payment to be made after satisfactory completion of the work and within thirty (30) 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.

SAMPLE



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

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

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

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

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

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

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

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

City: Victor Cardenas, City Manager and Cortney Hanson, City Clerk

Contractor:



**SAMPLE**

*WLF acknowledge*

Contract Term. The Contract Term shall be as set forth in the attached Exhibit A.

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

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

WITNESS AND DATES  
OF SIGNATURES:

CITY OF NOVI

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

\_\_\_\_\_  
By: Justin Fischer  
Its: Mayor

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

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

WITNESSES AND DATES  
OF SIGNATURES:

CONTRACTOR

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

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



**LUIGI FERDINANDI & SON CEMENT CO.**  
**16481 COMMON RD.**  
**ROSEVILLE, MI 48066**  
**586-774-1000 FAX 586-774-1001**  
**Info@luigicement.com**

**ATTACHMENT #1**

**KEY INDIVIDUALS IN ORGANIZATION**

| <b>NAME</b>         | <b>POSITION</b>                                                               | <b>EXPERIENCE</b>                                                                                                                                                                                                                                                                                                                             |
|---------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Luigi V. Ferdinandi | Vice President                                                                | Construction industry for over 35 years. Directly involved in daily operations and management of projects and employees. Manages large projects with several municipalities that include road & parking lot pavement, sidewalk programs and other concrete replacement projects. Works directly with municipalities' directors and engineers. |
| Robert Wiest        | Site Manager and Supervisor                                                   | Construction and concrete industry for over 40 years. Manages and supervises municipal projects through completion. Prepares and plans scope of projects. Employee of Luigi Cement since 2011.                                                                                                                                                |
| Giovanni Toscano    | Superintendent- Job Supervisor                                                | Construction industry for over 14 years. Prepares and plans scope of projects. Manages and supervises municipal projects through completion. An employee of Luigi Cement since 2012.                                                                                                                                                          |
| Salvatore Toscano   | Foreman                                                                       | Construction industry for over 35 years. Manages projects and on site daily. An employee of Luigi Cement since 1999.                                                                                                                                                                                                                          |
| Various             | Machine operators, Form setters, Concrete Finishers and Construction laborers | We have over 45 employees during the season in the various positions. They are skilled, trained and highly qualified.                                                                                                                                                                                                                         |

## LUIGI FERDINANDI &amp; SON CEMENT CO.

## EQUIPMENT LIST

Attachment #2

| ITEM | YEAR | DESCRIPTION                                       | SERIAL #           |
|------|------|---------------------------------------------------|--------------------|
| 1    | 1980 | MASSEY FERGUSON                                   | 9A304422           |
| 2    | 2005 | AMIDA POWER BUGGY                                 | FOP162216          |
| 3    | 1979 | ARROW BREAKER (SELF PROPELLED)                    | JHJ1250165         |
| 4    | 1997 | ARROW BOARD DIETZ                                 | 409110             |
| 5    | 1999 | 426 C BACKHOE                                     | 6XN03655           |
| 6    | 1999 | KOMATSU PC 12800-2 EXCAVATOR                      | 5018               |
| 7    | 1995 | TARGET CONCRETE SAW                               | V465D1             |
| 8    | 1999 | KOMATSU BULLDOZER                                 | 4730004PO-75880    |
| 9    | 2003 | HITACHI EXCAVATOR                                 | 220667             |
| 10   | 1985 | CASE LOADER                                       | 9159857            |
| 11   | 2006 | HYSTER HIGH LOW                                   | F005A09714J        |
| 12   | 2008 | KOMATSU SK 1026-5 SKIDSTEER                       | A80365             |
| 13   | 1999 | SKYTRACK MODEL 8042 BOOM YARD FORKLIFT            | 11169              |
| 14   | 2010 | NEW HOLLAND SKIDSTEER L190                        | NAM 419757         |
| 15   | 2000 | MAGNUM X CONCRETE SAW                             | 914940081          |
| 16   | 2004 | KOMATSU EXC PC 138 USLC-2 W/36"BUCKET             | 001131             |
| 17   |      | ATLAS COPCO BREAKER MODEL MB800 rebuilt           | 001681             |
| 18   | 2011 | BOBCAT SKID-STEER LOADER S750                     | AP3211444          |
| 19   | 2001 | AMIDA POWER BUGGY                                 | 010771677          |
| 20   | 2015 | ALLMAND ARROWBOARD MODEL 2220                     |                    |
| 21   |      | SULLAIR AIR COMPRESSOR - PULL BEHIND              |                    |
| 22   |      | IPC Hammer breaker (Emidios) Model HH300          | 4E709              |
| 23   | 2005 | Bobcat Hammer breaker (Sal's) B950                | 797013296          |
| 24   | 2000 | Atlas Hammer breaker (Protocon) Type PB-310       | 002738             |
| 25   | 2011 | INDY Power Buggy - Model IPB-16                   | 2011-00101         |
| 26   | 2012 | New Holland Hydraulic Hammer CAL750 (Ed's)        | 51V1010            |
| 27   | 1996 | Stepp 165 Kettle                                  | N/A                |
| 28   | 2012 | Atlas Copco Breaker Model SBU 340 (A/S)           | BES 000765         |
| 29   |      | 36 in pavement removal bucket                     | H39571A            |
| 30   | 2007 | Komatsu excavator model: PW160                    | K40521             |
| 31   | 2014 | John Deere skid steer loader                      | 1T0320DBC BG206569 |
| 32   |      | Light Tower - Magnum                              | 20842              |
| 33   | 1996 | Arrow - Converted to transfer tank                | 3805565AC7C55      |
| 34   |      | Arrow Concrete Breaker (purch. speedy exc 2-2015) | HJ1350             |

# **LUIGI FERDINANDI & SON CEMENT CO.**

## **EQUIPMENT LIST**

Attachment #2

| <b>ITEM</b> | <b>YEAR</b> | <b>DESCRIPTION</b>                                | <b>SERIAL #</b>               |
|-------------|-------------|---------------------------------------------------|-------------------------------|
| 35          | 1985        | Arrow Breaker -1250                               | 439                           |
| 37          | 2015        | BOBCAT S-770                                      | ATF213182                     |
| 38          |             | Sullair air compressor - J85DPOJD                 | 004-128906                    |
| 39          | 2016        | INDY Power Buggy - Indy model 1Pb16               | 14302                         |
| 40          | 2016        | Atlas Copco EC70T Breaker                         | BES045776                     |
| 41          | 2016        | Atlas Copco EC70T Breaker                         | BES045775                     |
| 42          | 2005        | Caterpillar 277B Track skid steer                 | CAT0277BCMDH02925             |
| 43          | 2018        | Skid-steer Loader - Bobcat S770                   | AT5A13203                     |
| 44          | 2018        | Skid-steer Loader - Bobcat BC3 - bucket           | 6726344                       |
| 45          | 2018        | Skid-steer Loader - Bobcat S770 T4                | AT5A13012                     |
| 46          | 2018        | Skid-steer Loader - Bobcat BC3 - bucket           | 6726344                       |
| 47          | 2011        | Whiteman Power Buggy                              | 110539                        |
| 48          | 2019        | Blue Diamond Slab Bucket                          | 40189                         |
| 49          | 2019        | Blue Diamond Slab Bucket                          | 40190                         |
| 50          | 2019        | Target concrete walk behind saw<br>EC185Dm18      | 79717                         |
| 51          | 2019        | Target concrete walk behind saw<br>EC185Dm18      | 64717                         |
| 52          | 2019        | Target concrete walk behind saw PRO65III          | 395194                        |
| 53          | 2019        | Ingersoll Rand 30 gallon Air compressor           | 3481174                       |
| 54          | 2019        | Skid-steer Loader- Bobcat S770 T4                 | AT5A13058                     |
| 55          | 2019        | Skid-steer Loader - Bobcat BC3 - bucket           | 6726344                       |
| 56          | 2019        | Bobcat Stump Grinder SG60                         | 233005243                     |
| 57          | 2020        | Skid-steer Loader- Bobcat S770 T4                 | AT5A14344                     |
| 58          | 2021        | Magnum 74 HP Deutz Diesel concrete saw            |                               |
| 59          | 2021        | MI Cat Excavator                                  | F6P01021                      |
| 60          | 2021        | Whiteman Power Buggy                              | 1M0256                        |
| 61          | 2021        | Caterpillar Hammer                                | K6500973                      |
| 62          | 2021        | Bobcat S770 Skidsteer                             | AT5A17126                     |
| 63          | 2020        | BARRETO Stump Grinder                             | SG2299                        |
| 64          | 2007        | Case Loader                                       | JEE0200514                    |
| 65          | 2022        | Wainroy/Woods 316-36" SLBGRBKT<br>concrete bucket | 239037                        |
| 66          | 2022        | BARRETA STUMP GRINDER (ATLAS)                     | SG2300                        |
| 67          | 2022        | Target Arrow board                                | s12242665f1151010n100<br>4319 |
| 68          | 2022        | MI Caterpillar -tools hammer and bracket          | K6501369                      |
| 69          | 2022        | AIS NPK PH3 Hydraulic breaker                     | JF11327                       |
| 70          | 2022        | Bobcat Compact Excavator                          | B4GM1724363372                |
| 71          | 2023        | Caterpillar Excavator                             | GWT02988                      |

| LUIGI FERDINANDI & SON CEMENT CO. |      |                                         |               |
|-----------------------------------|------|-----------------------------------------|---------------|
| EQUIPMENT LIST                    |      |                                         | Attachment #2 |
| ITEM                              | YEAR | DESCRIPTION                             | SERIAL #      |
| 72                                | 2023 | Engcon Tiltrotator                      | F6P01021      |
| 73                                | 2023 | S770 T4 Bobcat Skid-Steer Loader        | AT5A18519     |
| 74                                | 1995 | 950 Cat loader                          | 5-SK1828      |
| 75                                | 2023 | Kubota Diesel Walk Behind Saw           | 175016        |
| 76                                | 2023 | Core Cut 71 HP Diesel concrete Saw      | 164864        |
| 77                                | 2023 | Bobcat S770                             | AT5A18869     |
| 78                                | 2021 | Bobcat Bucket-80" hd                    | 7272681       |
| 79                                | 2024 | Caterpillar 315- BPRZ1                  | WKX30979      |
| 80                                |      | McClosky 512 R Trommel Creen -USED      | 11199         |
| 81                                | 2024 | Barretto Stump Grinder Walk behind-25HP | SG-5066       |
|                                   |      |                                         |               |
|                                   |      |                                         |               |
|                                   |      |                                         |               |



| 2026 CURRENT PROJECTS UNDER CONTRACT |                                                        |                 |      |                 |
|--------------------------------------|--------------------------------------------------------|-----------------|------|-----------------|
| ATTACHMENT # 3                       |                                                        | AS OF 1/26/2026 |      |                 |
| OWNER NAME                           | PROJECT/LOCATION                                       | CONTRACT AMOUNT | Year | COMPLETION DATE |
| City of Dearborn Heights             | 2024-2026 Street & Sidewalk Repair                     | \$ 125,000.00   | 2026 | 7/15/2026       |
| City of Eastpointe                   | Catch basin repair program-2024-2026                   | \$ 271,277.00   | 2026 | 11/1/2026       |
| City of Hamtramck                    | Utility Pavement repair program 2024-26                | \$ 145,000.00   | 2026 | 12/1/2026       |
| City of Sterling Heights             | Utility Structure and concrete repairs                 | \$ 200,000.00   | 2026 | 10/31/2026      |
| City of Sterling Heights             | Turf and Concrete                                      | \$ 250,000.00   | 2026 | 10/31/2026      |
| City of Waterford                    | Pavement repair program                                | \$ 251,508.00   | 2026 | 9/15/2026       |
| City of Dearborn                     | FCPAC concrete repairs                                 | \$ 214,602.00   | 2026 | 6/1/2026        |
| Various Private jobs                 | Various concrete in Macomb, Wayne and Oakland counties | \$ 534,000.00   | 2026 | 7/1/2026        |

**LUIGI FERDINANDI & SON CEMENT CO.  
16481 COMMON RD.  
ROSEVILLE, MI 48066**

*Attachment # 4*

**PROJECT REFERENCES:**

**MAJOR CONSTRUCTION PROJECTS COMPLETED FOR MUNICIPALITIES IN LAST 5 YEARS:**

| PROJECT                                                                                        | OWNER                        | ENGINEER-Contact                                                                                                                                                        | AMOUNT/DATE COMPLETED                                                                                                                                                                             |
|------------------------------------------------------------------------------------------------|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Eastpointe Catch Basin Repair program 2024-2026                                        | City of Eastpointe           | Ryan Kern P.E Project Manager –<br>AEW- 586-726-1234<br>rkern@aewinc.com                                                                                                | \$325,000 November 2025                                                                                                                                                                           |
| City of Eastpointe Parking Lot Improvements Community Garden                                   | City of Eastpointe           | Ryan Kern P.E Project Manager –<br>AEW- 586-726-1234<br>rkern@aewinc.com                                                                                                | \$95,000 November 2025                                                                                                                                                                            |
| City of St Clair Shores Veterans Memorial Park Service Dr.                                     | City of St. Clair Shores     | Fatmir Kuci Graduate Engineer<br>AEW 586-726-1234<br>fkuci@aewinc.com                                                                                                   | \$167,000 November 2025                                                                                                                                                                           |
| City of Sterling Heights Utility structure and Concrete repair program 2022-2024               | City of Sterling Heights, MI | Brent Bashaw, City Engineer for Sterling Heights. 40555 Utica Sterling Heights 48313<br>586-446-2720<br>bbashaw@sterling-heights.net                                    | \$329,000 November 2025<br>\$490,000 November 2024<br>\$351,000 November 2023<br>\$498,000 November 2022                                                                                          |
| City of Sterling Heights Concrete and Turf replacement program 2025, 2024, 2023, and 2018-2022 | City of Sterling Heights, MI | Jim Nichols – Water Division Supervisor 40555 Utica Rd. Sterling Heights MI 586-446-2445<br>jimnichols@sterling-heights.net                                             | \$260,000-June 2025<br>\$179,000-Nov 2024<br>\$174,000 –Nov 2023<br>\$266,000 Nov 2022<br>\$131,000 November 2021<br>\$101,700 November 2020<br>\$98,600 November 2019<br>\$159,300 November 2018 |
| City of Sterling Heights 2025,2024 & 2022 & 2019 Sidewalk Replacement Program                  | City of Sterling Heights, MI | Brent Bashaw, City Engineer for Sterling Heights.<br>586-446-2720<br>bbashaw@sterling-heights.net                                                                       | \$2,020,000 October 2025<br>\$1,300,000 October 2024<br>\$1,280,000 Nov 2022<br>\$1,068,000 Nov 2019                                                                                              |
| City of Oak Park 2025 Catch basin line replacement project                                     | City of Oak Park             | Dan Samuel<br>Engineering Technician II<br>City of Oak Park<br>Municipal Services<br>(248) 691-7452<br><a href="mailto:dsamuel@oakparkmi.gov">dsamuel@oakparkmi.gov</a> | \$267,000-May 2025                                                                                                                                                                                |

|                                                                          |                          |                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------------------------|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mt. Clemens Pavement and sidewalk repairs 2025, 2024 2023 2022, 2021     | City of Mt. Clemens, MI  | Jeff Wood -Public Services Director<br>One Crocker Blvd. Mount Clemens, MI<br>586-469-6847<br>Ashley Carpenter, PE<br>Anderson,Eckstein & Westrick.<br>586-726-1234<br>acasey-carpenter@aewinc.com | \$450,000- Pavement program November 2025<br>\$150,000-Sidewalk May 2025<br>\$225,000 -Sidewalk May 2024<br>\$350,000 –Pavement patching Oct 2024<br>\$600,000-Sidewalk June 2023<br>\$883,000-Pavement patching October 2023<br>\$414,000-Sidewalk July 2022<br>\$756,000 –Sidewalk November 2021 |
| Dearborn Heights 2024-2026 Street & Sidewalk Repair                      | City of Dearborn Heights | John Danci, Director of Public Works<br>24600 Van Born Dearborn Heights<br>48125<br>313-791-6000<br>jadanci@dearbornheightsmi.gov                                                                  | \$636,000 October 2025<br>\$781,000 October 2024                                                                                                                                                                                                                                                   |
| City of Farmington 2025,2024, 2023, 2022, 2021 and 2020 Sidewalk program | City of Farmington, MI   | OHM Advisors<br>34000 Plymouth Rd. Livonia MI<br>Michael McNutt<br>734-522-6711                                                                                                                    | \$363,000 October 2025<br>\$330,000 Sept 2024<br>\$220,000 July 2023<br>\$ 280,000 Sept 2022<br>\$196,000 October 2021<br>\$502,500 August 2020                                                                                                                                                    |
| City of St. Clair Shores Alley Reconstruction 2024                       | City of St Clair Shores  | Ashley Carpenter, PE<br>Anderson,Eckstein & Westrick.<br>586-726-1234<br>acasey-carpenter@aewinc.com                                                                                               | \$143,000, August 2024                                                                                                                                                                                                                                                                             |
| Clawson 2024 Concrete Pavement Repair Program                            | City of Clawson          | Michael D. Smith, PE<br>Senior Project Manager<br>51301 Schoenherr Road, Shelby Twp., MI 48315<br>Phone: 586-726-1234<br><a href="mailto:msmith@aewinc.com">msmith@aewinc.com</a>                  | \$199,404.05 – November 2024                                                                                                                                                                                                                                                                       |
| City of New Baltimore 2023 Sidewalk Ramp Replacement                     | City of New Baltimore    | Project Control Engineering – William Meldrum. 810-794-1931<br><a href="mailto:wmeldrum@pce-eng.com">wmeldrum@pce-eng.com</a>                                                                      | \$775,000 August 2024<br>\$116,000 October 2023                                                                                                                                                                                                                                                    |
| Chesterfield Township 2023 and 2024 Sidewalk Replacement Program         | Chesterfield Township    | Spalding DeDecker, Phillip Strunk<br>248-844-5400<br><a href="mailto:pstrunk@sda-eng.com">pstrunk@sda-eng.com</a>                                                                                  | \$229,000 June 2024<br>\$259,000 October 2023                                                                                                                                                                                                                                                      |
| City of Romulus – MEDC 2023 Sidewalk Program                             | City of Romulus          | OHM Advisors<br>34000 Plymouth Rd. Livonia MI<br>Michael McNutt<br>734-522-6711<br><a href="mailto:Michael.McNutt@ohm-advisors.com">Michael.McNutt@ohm-advisors.com</a>                            | \$68,000 May 2024<br>\$768,000 November 2023                                                                                                                                                                                                                                                       |

|                                                                       |                        |                                                                                                            |                                                                                                   |
|-----------------------------------------------------------------------|------------------------|------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| City of Warren- SAD Sidewalk repairs 2023,2022, and 2021              | City of Warren         | Joe Jenkins, City of Warren engineer, - 586-759-9308 <jenkins@cityofwarren.org                             | \$85,000 October 2024<br>\$500,000, June 2023<br>\$865,000, July 2022<br>\$792,000, November 2021 |
| City of Warren – SAD Pavement repairs                                 | City of Warren         | Joe Jenkins, City of Warren engineer, - One City Square Warren 48093 -586-759-9308                         | \$ 700,000.00<br>November 2023<br>\$800,000 2022<br>\$1,520,000 2021                              |
| City of Ferndale 2022 Sidewalk program                                | City of Ferndale       | Scott Ringler, P. E Giffels Webster 248-852-3100 sringler@giffelswebster.com                               | \$250,000 September 2024<br>\$278,000 September 2022                                              |
| City of Livonia 2021-22 Sidewalk and Pavement replacement program-21F | City of Livonia, MI    | Todd Zilincik, PE, City Engineer for City of Livonia. 734-466-2561                                         | \$368,000, October 2022                                                                           |
| City of Birmingham 2022 & 2020 Sidewalk Repair Program                | City of Birmingham, MI | Ryan Kern P.E Project Manager – AEW- 586-726-1234 rkern@aewinc.com                                         | \$350,000- October 2023<br>\$518,000 – 2021 and 2020                                              |
| City of Berkley 2022, 2021 & 2020 Sidewalk Replacement Program        | City of Berkley        | Hubbell,Roth & Clark Inc. 555 Hulet Dr Bloomfield Hills, MI Edward Zmich 248-454-6300 EZmich@hrcengr.com   | \$ 105,000 November 2022<br>\$ 298,000 October 2021<br>\$ 96,100 September 2020                   |
| Shelby Township Sidewalk program – 2021,2020 and 2019                 | Shelby Township        | Anderson, Eckstein & Westrick, Inc. 51301 Schoenherr Rd Shelby Twp, MI 48315 586-726-1234- Aseel Putros-PE | \$327,786 November 2021<br>\$198,980 November 2020<br>\$161,960 November 2019                     |
| Macomb Township 2020-2019-2018 Sidewalk repair program                | Macomb Township, MI    | Jason Gelle Facilities and Grounds Maintenance 54111 Broughton Macomb Twp, MI 586-992-0710                 | \$480,000 June 2020<br>\$252,000 November 2019<br>\$2,045,000 Dec 2018                            |



**LUIGI FERDINANDI & SON CEMENT CO.**  
**16481 COMMON RD.**  
**ROSEVILLE, MI 48066**  
**586-774-1000 FAX 586-774-1001**

*Attachment* (41)

**PROJECT REFERENCES**

**CATCH BASIN REPAIR PROJECTS COMPLETED FOR MUNICIPALITIES**

| PROJECT                                                                          | OWNER                    | DESCRIPTION                                                                           | ENGINEER-Contact                                                                                                                                                                                                                                                      | AMOUNT/DATE COMPLETED                                                                                            |
|----------------------------------------------------------------------------------|--------------------------|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| City of Hamtramck -Utility pavement repair program                               | City of Hamtramck        | Concrete pavement repairs that included catch basin repair/replacement                | James Owczarzak, EIT   Project Engineer<br>Office: (734) 759-1600<br>Mobile: (734) 552-8645                                                                                                                                                                           | \$277,500.00 - 2024                                                                                              |
| City of Warren -- City Wide Pavement repairs                                     | City of Warren           | Concrete pavement repairs that included catch basin and storm sewer pipe replacements | Joe Jenkins, City of Warren-Engineer 248.561.6329                                                                                                                                                                                                                     | \$ 700,000.00 2023<br>\$ 800,000.00 2022<br>\$1,520,000.00 2021                                                  |
| City of Eastpointe Catch Basin Repair Program 2024-2026                          | City of Eastpointe       | Concrete patch repairs with catch basin and pipe replacement                          | Ryan Kern, P.E., AEW<br>586.726.1234<br><a href="mailto:rkern@aewinc.com">rkern@aewinc.com</a>                                                                                                                                                                        | \$79,305.00 completed in 2024<br><br>Total contract 2024-2026 \$790,356.07- Three year project                   |
| City of Sterling Heights Utility structure and Concrete repair program 2022-2025 | City of Sterling Heights | Concrete patch repairs with catch basin repair/replacement                            | Jonathon Orzel, City of Sterling Heights Sewer Division Supervisor.<br>586.446.2445 -<br><a href="mailto:jorzel@sterlingheights.gov">jorzel@sterlingheights.gov</a><br>Pete Devuono<br><a href="mailto:Pdevuono@sterlingheights.gov">Pdevuono@sterlingheights.gov</a> | \$490,000.00 2024<br>\$351,000.00 2023<br>\$498,000.00 2022<br><br>Total contract 2025-\$400,000 to be completed |
| Mt. Clemens Pavement Repair Programs                                             | City of Mt. Clemens      | Catch basin repair/replacements performed                                             | Ashley Carpenter, P.E. AEW<br>586.726.1234<br><a href="mailto:acarpenter@aewinc.com">acarpenter@aewinc.com</a>                                                                                                                                                        | \$350,000.00 2024<br>\$883,000.00 2023                                                                           |

|                                                                |                 |                                           |                                                                 |                                                                        |
|----------------------------------------------------------------|-----------------|-------------------------------------------|-----------------------------------------------------------------|------------------------------------------------------------------------|
| City of Fraser 2024 and 2025 Concrete Pavement Repair Programs | City of Fraser  | Catch basin repair/replacements performed | Mike Vigneron, P.E. AEW<br>586.726.1234<br>mvigneron@aewinc.com | \$281,400.00 2024<br><br>Total contract 2025-\$300,000 to be completed |
| City of Clawson 2024 Concrete Pavement Repair Program          | City of Clawson | Catch basin repair/replacements performed | Mike Smith, P.E. AEW<br>586.726.1231<br>msmith@aewinc.com       | \$183,000.00 2024                                                      |

UNITED STATES OF AMERICA

Attachment  
3



Michigan Department of Commerce

Lansing, Michigan

*This is to Certify That Articles of Incorporation of*

LUIGI FERDINANDI & SON CEMENT CO., INC.

*were duly filed in this office on the 5TH day of JUNE, 19 84,*  
*in conformity with Act 284, Public Acts of 1972, as amended.*

*In testimony whereof, I have hereunto set my*  
*hand and affixed the Seal of the Department,*  
*in the City of Lansing, this 5TH day*  
*of JUNE 19 84*

*Reginald J. Benson* Director

(2), the incorporator(s) sign my (our) name(s) this 1 day of May, 1984.

Luigi Ferdinandi

Josephine Ferdinandi

Luigi V. Ferdinandi

Maria Miezner

President

Secretary

Vice-President

Treasurer



Residential Builders Section  
P.O. Box 30254  
Lansing, MI 48908

*ATTACHED* (6)

Michigan Department of Licensing and Regulatory Affairs  
Bureau of Construction Codes  
Company Builder License

Q.O. - Luigi Ferdinandi

FERDINANDI & SON CEMENT CO INC, LUIGI  
16481 COMMON RD.  
ROSEVILLE, MI 48066

License No:  
2102088634

Expiration Date:  
05/31/2026

FERDINANDI & SON CEMENT CO INC, LUIGI  
16481 COMMON RD.  
ROSEVILLE, MI 48066

Q523620

GRETCHEN WHITMER  
Governor

Michigan Department of Licensing and Regulatory Affairs  
Bureau of Construction Codes  
Company Builder License

FERDINANDI & SON CEMENT CO INC, LUIGI  
16481 COMMON RD.  
ROSEVILLE, MI 48066

Qualifying Officer:  
Luigi Ferdinandi  
Qualifying Officer #  
2101023202

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

License No.  
2102088634

Expiration Date:  
05/31/2026

This document is duly  
issued under the laws of the  
State of Michigan



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/27/2025

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

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

| <b>PRODUCER</b><br>Core Insurance Group LLC<br>50787 Corporate Dr<br><br>Shelby Township MI 48315           | <b>CONTACT NAME:</b> Lisa Wilson<br><b>PHONE (A/C, No, Ext):</b> (248) 847-2673<br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> lisaw@coreinsured.com                                                                                                                                                                                                                                                                                                               |                               |  |        |            |                           |       |            |                 |        |            |                                   |       |            |  |  |            |  |  |            |  |  |
|-------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|--------|------------|---------------------------|-------|------------|-----------------|--------|------------|-----------------------------------|-------|------------|--|--|------------|--|--|------------|--|--|
| <b>INSURED</b><br>LUIGI FERDINANDI & SON CEMENT CO., INC.<br>16481 Common Rd<br><br>Roseville MI 48068-5905 | <table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>EMCASCO Insurance Company</td><td>21407</td></tr><tr><td>INSURER B:</td><td>Atlantic States</td><td>22586M</td></tr><tr><td>INSURER C:</td><td>EMPLOYERS MUTUAL CASUALTY COMPANY</td><td>21415</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A: | EMCASCO Insurance Company | 21407 | INSURER B: | Atlantic States | 22586M | INSURER C: | EMPLOYERS MUTUAL CASUALTY COMPANY | 21415 | INSURER D: |  |  | INSURER E: |  |  | INSURER F: |  |  |
| INSURER(S) AFFORDING COVERAGE                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | NAIC #                        |  |        |            |                           |       |            |                 |        |            |                                   |       |            |  |  |            |  |  |            |  |  |
| INSURER A:                                                                                                  | EMCASCO Insurance Company                                                                                                                                                                                                                                                                                                                                                                                                                                              | 21407                         |  |        |            |                           |       |            |                 |        |            |                                   |       |            |  |  |            |  |  |            |  |  |
| INSURER B:                                                                                                  | Atlantic States                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 22586M                        |  |        |            |                           |       |            |                 |        |            |                                   |       |            |  |  |            |  |  |            |  |  |
| INSURER C:                                                                                                  | EMPLOYERS MUTUAL CASUALTY COMPANY                                                                                                                                                                                                                                                                                                                                                                                                                                      | 21415                         |  |        |            |                           |       |            |                 |        |            |                                   |       |            |  |  |            |  |  |            |  |  |
| INSURER D:                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |  |        |            |                           |       |            |                 |        |            |                                   |       |            |  |  |            |  |  |            |  |  |
| INSURER E:                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |  |        |            |                           |       |            |                 |        |            |                                   |       |            |  |  |            |  |  |            |  |  |
| INSURER F:                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |  |        |            |                           |       |            |                 |        |            |                                   |       |            |  |  |            |  |  |            |  |  |

|                  |                                             |                         |
|------------------|---------------------------------------------|-------------------------|
| <b>COVERAGES</b> | <b>CERTIFICATE NUMBER:</b> 25/26 mastr cert | <b>REVISION NUMBER:</b> |
|------------------|---------------------------------------------|-------------------------|

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                          | ADDL INSD | SUBR WVD | POLICY NUMBER       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> AI, WOS, PNC, XCU Included<br><input checked="" type="checkbox"/> CG7174.3 Completed Ops<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           |          | 6D52709             | 03/01/2025              | 03/01/2026              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|          | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> AI, WOS <input checked="" type="checkbox"/> PNC                                                     |           |          | 6E52709             | 03/01/2025              | 03/01/2026              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                 |
|          | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0                                                                                                                                                                                                |           |          | 6J52709             | 03/01/2025              | 03/01/2026              | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000                                                                                                                                                                                    |
|          | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                                                 | Y/N<br>Y  | N/A      | 1000039601 BLKT WOS | 03/01/2025              | 03/01/2026              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
All vehicles have full coverage including \$1000 Comprehensive and \$1000 Broad Collision deductibles.

|                                               |                                                                                                                                                                                                                            |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br>Insured Copy | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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Attachment  
8

January 20, 2026

RE: Luigi Ferdinandi & Son Cement Co., Inc.

To Whom It May Concern:

VTC Insurance Group has the distinct privilege of servicing the bond needs of Luigi Ferdinandi & Son Cement Co., Inc. This organization maintains an enviable reputation for excellence and integrity and consistently reference well with their suppliers and subcontractors.

We currently run on a day-to-day operating line of \$2,000,000 single with an aggregate program of \$7,000,000. We have issued bid, performance, and payment bonds as needed with Swiss Re Corporate Solutions America Insurance Corporation. The operating line is by no means a limit of bonding capacity but is rather a parameter to efficiently handle routine needs. We would favorably consider any reasonable request because of Luigi Ferdinandi & Son Cement Co., Inc.'s strong reputation.

We appreciate the opportunity to extend our unconditional recommendation for construction or related undertakings this fine firm may entertain. Should you need any further information please do not hesitate to contact our office at 248-828-3377.

Sincerely,

A handwritten signature in blue ink, appearing to read "Susan L. Small", with a long horizontal flourish extending to the right.

Susan L. Small  
Surety Customer Service Manager

*Confidence. For What's Next.™*

# THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 - MODIFIED

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we  
Luigi Ferdinandi & Son Cement Co., Inc. (Here insert full name and address or legal title of Contractor)  
16481 Common Road, Roseville, MI 48066  
as Principal, hereinafter called the Principal, and  
Swiss Re Corporate Solutions America Insurance Corporation (Here insert full name and address or legal title of Surety)  
1200 Main St, Suite 800, Kansas City, MO 64105-2478  
a corporation duly organized under the laws of the State of Missouri  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
City of Novi (Here insert full name and address or legal title of Owner)  
26300 Lee BeGole Dr, Novi, MI 48375  
as Obligatee, hereinafter called the Obligatee, in the sum of

Five Percent (5%) of Amount Bid Dollars ( 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

WHEREAS, the Principal has submitted a bid for

As-Needed Concrete Repairs Contract

NOW, THEREFORE, if the Obligatee shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Obligatee in accordance with the terms of such bid, and give such bond or bonds as may be specified on the bidding mutually acceptable  
to the Surety and Obligatee, the Principal shall be bound to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain  
in full force and effect.

Signed and sealed this

27th

day of January, 2026

Luigi Ferdinandi & Son Cement Co., Inc.

(Principal)

(Seal)

(Title)

Swiss Re Corporate Solutions America Insurance  
Corporation

(Surety)

(Seal)

Susan L Small (Title) Attorney-in-Fact



## SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")  
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")  
WESTPORT INSURANCE CORPORATION ("WIC")

### GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ROBERT TROBEC, IAN J. DONALD, JEFFREY A. CHANDLER, ALAN P. CHANDLER, SUSAN L. SMALL, T. J. GRIFFIN, JOHN L. BUDDE,

TERENCE J. GRIFFIN, TERRIL YOUNG, PATRICK E. WILLIAMS, WENDY LEE HINGSON, BRYAN FORMSA, and KRISTA L. FOCKET

### JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

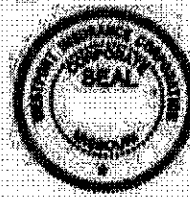
"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens  
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski  
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10TH day of NOVEMBER 20 23

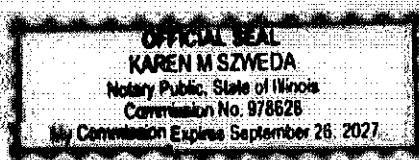
State of Illinois  
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation  
Swiss Re Corporate Solutions Premier Insurance Corporation  
Westport Insurance Corporation

On this 10TH day of NOVEMBER, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Karen M Szveda  
Karen M Szveda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of January, 2023



Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC





CITY OF NOVI

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

AS-NEEDED CONCRETE REPAIR CONTRACT

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

Name of Firm Santos Cement I Inc.  
Address: 860 Southfield Rd  
City, State Zip Lincoln Park, MI 48146  
Telephone 313 551 3113 Fax 313 791 7049  
Cell 313 2879 596  
Agent's Name (please print) Rafael Santos III  
Agent's Title Operations Manager  
Email Address: santoscement@aol.com  
Website \_\_\_\_\_

1. Organizational structure: Corporation, Partnership, etc. Corp
2. Firm established: 2004 Years in business: 22
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?  
R + J Cement
5. How many full-time employees? 25 Part-time? \_\_\_\_\_
6. Are you able to provide insurance coverage as required by this bid? yes
7. List the scope of services (type of work) you are able to perform.  
concrete flat work, excavating, landscaping,  
traffic control, asphalt remove + replace
8. 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.

Finisher - Rafael Santos Jr - licence 2103205816, 35 yrs experience  
Finisher - Rafael Santos III - 14 yrs experience  
Finance Mgr - Jennie Haner - 30 yrs experience

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

excavator  
skidsters  
stake truck  
dump trucks  
hand tools

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

Detroit Sidewalks - \$1.8 million - 40% - 2026  
MDOT Plymouth - \$722,000 - 0% - 2026

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

Detroit  
Riverfront  
Project

Company Warren Contractors  
Address Shelby Twp, MI  
Phone 5865490293 Contact name Nick Cerullo

Ecorse  
Sidewalks  
Project

Company Wade Trim  
Address Taylor, MI  
Phone 3133631434 Contact name Shawn Keough

Cass/Grand  
River  
Project

Company HNTB  
Address Detroit, MI  
Phone 2482551156 Contact name Chris Bradshaw

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

No ☒ Yes ☐

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

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

Signature of Authorized Company Representative: 

Representative's Name (please print) Rafael Santos Jr., President

Date 1/22/26





**CITY OF NOVI**  
**AS-NEEDED CONCRETE REPAIR CONTRACT**  
**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:

| Pay Item                                     | Pay Unit | Estimated Quantity | Unit Price |
|----------------------------------------------|----------|--------------------|------------|
| Remove and replace, Concrete, 4 inch         | SF       | 5,000              | \$ 7.50    |
| Remove and replace, Concrete, 6 inch         | SF       | 10,000             | \$ 8.50    |
| Remove and replace, Concrete, 8 inch         | SF       | 7,500              | \$ 10.00   |
| Integral Concrete curb & gutter              | LF       | 2,000              | \$ 30.00   |
| Concrete curb                                | LF       | 1,000              | \$ 22.00   |
| Catch basin, reconstruction                  | VF       | 10                 | \$ 200.00  |
| Catch basin, rehabilitation (top 12")        | Ea       | 10                 | \$ 200.00  |
| Catch basin, tuck pointing (top 24")         | Ea       | 20                 | \$ 200.00  |
| 21AA aggregate (beyond refreshing)           | SY       | 1,000 (as needed)  | \$ 15.00   |
| Joint Seal / Overband                        | LF       | 2,000              | \$ 1.00    |
| Asphalt remove & replace (pathways)          | SF       | 1,000              | \$ 8.00    |
| Asphalt mill & replace (2") (pathways)       | SF       | 2,000              | \$ 7.00    |
| ADA tile, provide and install                | LF       | 25                 | \$ 55.00   |
| Single lane (non-freeway) closure, if needed | Per Day  | 7                  | \$ 1000.00 |

**ADDITIONAL CHARGES (Any and all potential additional charges must be disclosed. The City will not pay any additional charges if they are not listed here, or attached on an additional sheet).**

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COMMENTS: \_\_\_\_\_

We acknowledge receipt of the following Addenda: \_\_\_\_\_

#1

(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) Santos Cement 1 Inc.

Address 860 Southfield Rd

City Lincoln Park State MI Zip 48146

Telephone 3135513113 Fax 3137917049

Representative's Name Rafael Santos Jr.

Representative's Title President

Authorized Signature 

E-mail santoscement@aol.com

Date 1/27/26





**NOTICE - CITY OF NOVI**  
**INVITATION TO BID**  
**AS-NEEDED CONCRETE REPAIR CONTRACT**

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

**IMPORTANT DATES**

|                         |                                                                                                                                                                        |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bid Issue Date          | <b>January 12, 2026</b>                                                                                                                                                |
| Last Date for Questions | <b>Tuesday, January 20, 2026, by 12:00 p.m.</b><br>Please submit all questions via email to:<br>Tracey Marzonie, Purchasing Department<br>tmarzonie@cityofnovi.org     |
| Response Due Date       | <b>Tuesday, January 27, 2026, by 2:00 p.m.</b><br>Uploaded to the MITN website at<br><a href="https://www.bidnetdirect.com/mitn">https://www.bidnetdirect.com/mitn</a> |

**DESCRIPTION:**

This is a contract for as-needed concrete repairs within the City limits that may include road panels, sidewalks, driveways, catch basins, curbs, etc. It is the City's intent to make an award to multiple contractors.

**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.bidnetdirect.com/mitn](https://www.bidnetdirect.com/mitn) and obtain an official copy.

## **INSTRUCTIONS**

### **QUESTIONS**

Please email all questions to the staff member listed above. Please write the name of the bid in the subject line. If you write anything else in the subject line, your email may be deleted as spam. Vendors/contractors are specifically directed not to contact any other City staff. Unauthorized contact of any City department employee may result in rejection of submittal.

### **TYPE OF CONTRACT**

If a contract is executed as a result of the bid, it stipulates a fixed price for products/ services. The contract period will be for one (1) year. Upon mutual consent of the City of Novi and the successful bidder, the contract may be renewed three (3) times in one (1) year increments at the same terms and conditions of the original contract.

### **CHANGES TO THE BID/ADDENDA**

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.bidnetdirect.com/mitn](http://www.bidnetdirect.com/mitn) . 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 are 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.

### **BID SUBMITTALS**

Proposals must be uploaded to the MITN ([www.bidnetdirect.com/mitn](http://www.bidnetdirect.com/mitn) ) website by the due date and time. Allow sufficient time to go through the uploading process. The MITN system will not allow for late submittals. This responsibility rests entirely with the bidder respondent, regardless of delays resulting from the uploading process.

Submit as a single file, in DOC, DOCX, PDF, or JPG format with a size limitation of 20MB. If the file size exceeds 20 MB, please upload in 20 MB increments. PDF is preferred.

Due to security risks associated with some file formats, the following file types are not able to be opened by the City: DOCM, DOT, XLS, XLSM, XLSB, XLT, PPT, PPTM, TIF, or RTF. All of these formats can contain malicious code. The City will not accept ZIP files. Alternatively, you could convert these files to PDF.

**For assistance on how to upload, contact MITN directly at (800) 835-4603.**

As this ITB is being made available by electronic means, the proposer accepts full responsibility to ensure that no changes are made to the ITB documents. In the event of conflict between a version of the ITB submitted by proposer, the version maintained by the City of Novi Purchasing Department shall govern.

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.

### **SUBMISSION OF BID**

To be considered, bids must be submitted as specified in the Notice page, on or before the specified time and date. There will be no exceptions to this requirement. Faxed, emailed, or telephone bids are not acceptable.

Bids must be signed by an Authorized Representative of the submitting company on the enclosed form when one is provided. Bids must show unit and total prices when requested. In case of mistakes in price extension, unit pricing shall govern. *ANY CHANGES MADE ON THE BID FORM MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.*

A bid may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the bid may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

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

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

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 of 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.

### **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.

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.

After contract award, a summary of total price information for all submissions will be posted on the MITN website at [www.mitn.info](http://www.mitn.info).

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

## **VENDOR DISQUALIFICATION**

The City maintains the right to disqualify vendors under the following conditions:

1. In addition to any other remedies authorized by law, a vendor may be disqualified from bidding on any City contracts for up to three (3) years if it has been determined that the vendor, after award of the contract:
  - (a) Failed to provide the service or supplies required.
  - (b) Provided the service or supplies in an untimely manner causing delays and interference.
  - (c) Lacked financial resources and the ability to satisfactorily fulfil the contract or provide the services or supplies.
  - (d) Exhibited poor quality of performance in delivering the service.
  - (e) Delivered poor quality of goods;

- (f) Failed to comply with laws and ordinances relating to the contract performance.
- (g) Defaulted on its quotations.
- (h) Such other action what leads the City to believe that the contractor's duties will not comport or comply with the bid requirements.

2. Vendors who are listed on the Excluded Parties List System at [www.sam.gov](http://www.sam.gov)



## 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.

### **SAFETY REQUIREMENTS**

The Contractor shall be solely responsible for the entire work site and provide all necessary protections as required by laws or ordinances governing such conditions and as required by the Owner. The Contractor shall be responsible for any damage to the Owner's property or that of others on the job by Contractor's personnel or subcontractors and shall make good such damages. The Contractor shall be responsible for and pay for any claims against the Owner arising from such damages.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work and shall fully comply with all state laws or regulations and Michigan State building code requirements to prevent accident or injury to persons on or about the location of the work. Contractor shall clearly mark or post signs warning of existing hazards and shall barricade excavations and similar hazards. Contractor shall protect against damage or injury resulting from falling materials and shall maintain all necessary protective devices and signs throughout the progress of the work.

Traffic control shall be performed in accordance with the Manual on Uniform Traffic Control Devices (11th Edition, 2023).

### **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. The Contractor will not be reimbursed for any anticipatory profits should the City exercise this option.

### **NOTICE TO BIDDERS**

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### **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 may be mailed to: City of Novi, Attn: Department of Public Works, 26300 Lee BeGole Dr., Novi, MI 48375.

### **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.

### **ANTI-DISCRIMINATION**

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

### **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.

### **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) They are the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the bid and that they have not participated and will not participate in any action contrary to (a) and (b) above; or
- (d) They are 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 they have 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 they have not participated, and will not participate in any action contrary to (a) and (b) above.



**CITY OF NOVI**  
**AS-NEEDED CONCRETE REPAIR CONTRACT**  
**SPECIFICATIONS**

**OVERVIEW**

The City of Novi is soliciting bids from qualified contractors for as-needed miscellaneous concrete repairs at sites located throughout the City of Novi. These services may be awarded to more than one contractor and may be used on a rotating basis at the discretion of the City of Novi. The amount budgeted for fiscal year 2025-26, starting July 1, 2025, is approximately. \$780,000 This budget may increase, decrease, or be eliminated in future fiscal years.

**DESCRIPTION OF WORK**

This work shall include all labor, materials and equipment required for performing as-needed concrete repairs at locations indicated by the City of Novi. Any utilities encountered or damaged will be considered incidental to the work and additional compensation will not be allowed. The contractors shall be responsible for calling MISS DIG before the work is done. **All repair work shall be completed within thirty (30) working days of receipt of the work order unless otherwise authorized.**

**MATERIALS**

The materials shall meet the requirements specified in the Michigan Department of Transportation (MDOT) **Standard Specifications for MDOT Standard Specifications for Road & Bridge Construction (Div. 10 for concrete)**.. The concrete mixture shall conform to the MDOT requirements listed for **Grade P1L** Concrete as described in Table 601-2 of the specifications and must be a state-certified mix.

**CONSTRUCTION**

All work shall conform to **MDOT Standard Specifications for Construction (2020), Section 603 Concrete Pavement Restoration.**

Any unstable subgrade material shall be removed and replaced with Class II granular material per MDOT specification. All excavated materials will be hauled away. All backfill will be compacted in appropriate lifts to 95% of the modified proctor.

Forms shall be clean and straight and composed of wood or metal. Concrete forms must be at an adequate depth to ensure stability, prevent settling, and meet load requirements. The forms shall be staked to line and grade in a manner that will prevent deflection or settlement. Forms shall be oiled before placing concrete.

The base shall be thoroughly wetted, and the concrete deposited thereon to the proper depth.

Concrete shall be vibrated along the forms, compressed and struck-off flush with the top of the forms. The surface shall be floated with a steel float, edges and joints properly

tooled, and then finished with a wood float or brush, transverse to the centerline to provide a non-slip surface.

During the placement of Concrete, the Contractor shall use a mechanical vibrator to compact and consolidate, the full depth of the concrete to provide even, homogeneous placement, and to prevent voids, honeycombing, and/or pockets of air forming within the concrete.

4" concrete sidewalk removal and replacement shall be all inclusive of saw cuts, tree root removal, and any stone refreshment. Contraction joints on sidewalks shall be placed every five (5) feet. All joints shall be constructed at right angles to the centerline of the sidewalk.

6" and 8" concrete panel removal and replacement shall be all inclusive of saw cuts, steel reinforcement (i.e. dowel bars, etc.), and any stone refreshment.

Integral Concrete Curb & Gutter shall be sawcut if removed and shall be replaced with the same detail that exists on each side of the saw cuts. The replacement curb shall be anchored to the existing curb using steel reinforcement per MDOT specifications. The concrete, steel reinforcement, and curing compound shall meet 2020 MDOT specifications.

When performing catch basins, curbs, and curb & gutter repairs, the roadway repair must be done with similar material, i.e. on an asphalt road, the repair around the catch basin or along the curb will be asphalt. This shall be included in the catch basins, curbs, and curb & gutter pricing.

Detectable warning plates may be required at all barrier-free ramps, hazardous vehicular crossings, and other locations where the sidewalk is flush with adjacent drive or parking pavement. All barrier-free ramps shall comply with current MDOT specifications for ADA sidewalk ramps. Armor Tile ADA warning surface, or an approved equivalent, shall be installed. Any proposed equivalent product must be submitted to the City for review and must receive written approval prior to installation.

The concrete shall be cured with white membrane curing compound, wet burlap, or by other methods approved by the City. Concrete shall not be placed on frozen grade. When the temperature is below forty (40) degrees Fahrenheit, or when freezing temperatures are forecast, concrete shall not be placed unless protection against freezing of the grade and/or concrete is provided.

Asphalt pavement repairs shall be sealed with polymer modified overband crack seal as per 2020 MDOT specification 505. All materials shall meet the requirements of 2020 MDOT specification 904 or better.

Concrete pavement repairs shall be sealed with hot poured rubber per 2020 MDOT specification 602 and 603. Materials shall conform to 2020 MDOT 914 or better.



Any residential or commercial property whose driveway will be blocked as a result of this project must be notified by the contractor at least **48 hours prior** to work beginning. The Contractor shall exercise care when removing existing concrete so as to not cause damage to adjoining sections.

All concrete work shall be constructed to maintain positive drainage. Any section that displays ponding or improper drainage shall be removed and reconstructed as required to correct the deficiency, as determined by the  City. All corrective work shall be performed at the Contractor's sole expense.

Traffic Control - The Contractor shall furnish, install, maintain, and remove all traffic control devices necessary to protect the public, the workers, and the work zone. All traffic control shall conform to the **Michigan MUTCD** and local agency requirements.

The Contractor is responsible for maintaining safe and reasonable access of vehicular and pedestrian traffic throughout all phases of construction.

A detailed Traffic Control Plan (TCP) shall be submitted to the City for review **at least 7 calendar days prior** to the start of work.

The Contractor shall keep a responsible representative reachable **24/7** for all emergencies.

The City will require review of all catch basin repairs, prior to the concrete pour in order to determine the proper method of the repair.

Sweeping and clean up shall be performed daily, unless otherwise directed by the City. The contractor is required to have a street sweeper or broom available to clean the required areas as needed.

All equipment and materials shall be removed if work is suspended for more than three days in a given location.

The Contractor must ensure proper containment and disposal of all concrete wash-out materials. Under no circumstances shall concrete waste or slurry be discharged to anything other than a portable wash-out trailer or equivalent wash-out facility, which shall be maintained on-site for all concrete wash and equipment clean-up operations. Containment practices will be subject to inspection for full compliance of the City's Illicit Discharge Ordinance (Article IV – Illicit Discharge – Sec. 12-97)

### **CLEANUP AND SITE RESTORATION**

The contractor shall be responsible for the removal and disposal of all materials, forms, and the restoration of all lawn areas and irrigation systems disturbed during construction

activities. Lawn areas shall be consolidated to prevent settling, restored with topsoil, seed and mulch. Sod replacement may be used on a case by case basis. **All restoration work shall be completed within fourteen (14) calendar days upon completion of work unless otherwise authorized.**

Once a location is ready for inspection, it will be inspected by the City. If the work is not accepted by the City, then the contractor shall have five (5) business days to resolve. If the five (5) day period has expired, the City reserves the right to finish the project and deduct this expense from the contractor's invoice.

#### **TYPE OF WORK / ESTIMATED QUANTITIES**

This work is on an as-needed basis and will require the successful bidder(s) to mobilize multiple times each year. The total amount of work to be performed under the terms of this contract is unknown. To assist the contractors in preparing their bids we have included estimated quantities in the bid form below. The contractor will be paid only for work completed, and the City cannot guarantee any minimum amount of work.

#### **FEE STRUCTURE**

- a. A completed Bid Form shall be submitted for consideration of future projects. Following receipt of all bids, the City will evaluate the bidder's qualifications & pricing. Two firms may be selected for further negotiation to develop a uniform price schedule. (Both firms agree to be paid the same unit price for pay items.)
- b. If the City and either/both of the selected firms are unable to agree upon a uniform price schedule, the City will act in its best interest and further negotiations may be required with the next qualified bidder.

#### **CONTRACTOR EXPERIENCE**

The Contractor must provide a list of municipal client project references.

#### **SUBCONTRACTING OF WORK**

Work under this contract shall not be sub-contracted without the authorization of the City of Novi.

#### **STORAGE AND STAGING OF EQUIPMENT AND MATERIALS**

The Contractor will not store equipment or materials on City of Novi properties. Equipment and materials will not be staged on streets and sidewalk overnight.

#### **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: <https://cityofnovi.org/media/xpijgbuk/roadwayweightclassificationsmap.pdf>





**CITY OF NOVI**  
**CONTRACTOR QUALIFICATIONS QUESTIONNAIRE**  
**AS-NEEDED CONCRETE REPAIR CONTRACT**

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

Name of Firm \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Cell \_\_\_\_\_

Agent's Name (please print) \_\_\_\_\_

Agent's Title \_\_\_\_\_

Email Address: \_\_\_\_\_

Website \_\_\_\_\_

1. Organizational structure: Corporation, Partnership, etc. \_\_\_\_\_

2. Firm established: \_\_\_\_\_ Years in business: \_\_\_\_\_

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?  
\_\_\_\_\_

5. How many full-time employees? \_\_\_\_\_ Part-time? \_\_\_\_\_

6. Are you able to provide insurance coverage as required by this bid? \_\_\_\_\_

7. List the scope of services (type of work) you are able to perform.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. 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.

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

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

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11. **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 \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact name \_\_\_\_\_



Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact name \_\_\_\_\_

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

No \_\_\_\_\_ Yes \_\_\_\_\_

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

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

Signature of Authorized Company Representative: \_\_\_\_\_

Representative's Name (please print) \_\_\_\_\_

Date \_\_\_\_\_



**CITY OF NOVI**  
**AS-NEEDED CONCRETE REPAIR CONTRACT**  
**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:

| Pay Item                                     | Pay Unit | Estimated Quantity | Unit Price |
|----------------------------------------------|----------|--------------------|------------|
| Remove and replace, Concrete, 4 inch         | SF       | 5,000              | \$         |
| Remove and replace, Concrete, 6 inch         | SF       | 10,000             | \$         |
| Remove and replace, Concrete, 8 inch         | SF       | 7,500              | \$         |
| Integral Concrete curb & gutter              | LF       | 2,000              | \$         |
| Concrete curb                                | LF       | 1,000              | \$         |
| Catch basin, reconstruction                  | VF       | 10                 | \$         |
| Catch basin, rehabilitation (top 12")        | Ea       | 10                 | \$         |
| Catch basin, tuck pointing (top 24")         | Ea       | 20                 | \$         |
| 21AA aggregate (beyond refreshing)           | SY       | 1,000 (as needed)  | \$         |
| Joint Seal / Overband                        | LF       | 2,000              | \$         |
| Asphalt remove & replace (pathways)          | SF       | 1,000              | \$         |
| Asphalt mill & replace (2") (pathways)       | SF       | 2,000              | \$         |
| ADA tile, provide and install                | LF       | 25                 | \$         |
| Single lane (non-freeway) closure, if needed | Per Day  | 7                  | \$         |

**ADDITIONAL CHARGES (Any and all potential additional charges must be disclosed. The City will not pay any additional charges if they are not listed here, or attached on an additional sheet).**

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**COMMENTS:** \_\_\_\_\_

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**We acknowledge receipt of the following Addenda:** \_\_\_\_\_  
(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) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Representative's Name \_\_\_\_\_

Representative's Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_

E-mail \_\_\_\_\_

Date \_\_\_\_\_



**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.



# **SAMPLE**

## **CONTRACT FOR AS-NEEDED CONCRETE REPAIRS**

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, 45175 Ten Mile, Novi, Michigan 48375 "City", and \_\_\_\_\_, whose address is \_\_\_\_\_, "Contractor."

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

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

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

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

Payment. The City agrees to pay the Contractor based on unit pricing included in Exhibit A, payment to be made after satisfactory completion of the work and within thirty (30) 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.

## SAMPLE

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

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

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

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

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

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

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

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

City: Victor Cardenas, City Manager and Cortney Hanson, City Clerk

Contractor:

## SAMPLE

Contract Term. The Contract Term shall be as set forth in the attached Exhibit A.

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

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

WITNESS AND DATES  
OF SIGNATURES:

CITY OF NOVI

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

\_\_\_\_\_  
By: Justin Fischer  
Its: Mayor

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

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

WITNESSES AND DATES  
OF SIGNATURES:

CONTRACTOR

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

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