CITY OF NOVI
Spray Patch Program Bid Tabulation
March 27, 2025 2:00 PM

Company		Spray-Patch Road Repair, Inc		SJR Pavement Repair	
BASE BID	**Qty (LF)**	**UNIT PRICE**	**TOTAL AMOUNT**	**UNIT PRICE**	**TOTAL AMOUNT**
Contractor Preparation & Repair Major Roadways Clean out and repair cracks/joints/holes (Unit price/LF)	61,000	$2.18	$132,980.00	$2.28	$139,080.00
Contractor Preparation & Repair Neighborhood Roadways Clean out and repair cracks/joints/holes (Unit price/LF)	42,000	$2.18	$91,560.00	$2.25	$94,500.00
TOTAL BASE BID			**$224,540.00**		**$233,580.00**

CITY OF NOVI
BID FORM

SPRAY PATCH PROGRAM

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:

BASE BID:

DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	TOTAL AMOUNT
CONTRACTOR PREPARATION AND REPAIR MAJOR ROADWAYS Clean out and repair cracks/joints/holes	L.F.	61,000	$2.18	$132,980
CONTRACTOR PREPARATION AND REPAIR NEIGHBORHOOD ROADWAYS Clean out and repair cracks/joints/holes	L.F.	42,000	$2.18	$91,560
			TOTAL BASE BID	$224,540

Unit Prices:
Unit prices prevail. The City of Novi Purchasing Department will correct all extension errors.

Estimated quantity:
The quantity shown above is an estimate. The City may or may not require this quantity of work to be done and makes no guarantee regarding the amount of work that will actually be done under this contract.

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

Company City of Bloomfield Township

Address 4200 Telegraph Rd, Bloomfield Twp, MI 48302

Phone (248) 882-1545 Contact name Duane Poole

Company City of Farmington Hills

Address 27245 Halsted Rd, Farmington Hills, MI 48331

Phone (248) 871-2850 Contact name Derrick Schueller

Company City of Brighton

Address 420 S 3rd St, Brighton, MI 48116

Phone (810) 225-9284 Contact name Brad Shrader

EXCEPTIONS TO SPECIFICATIONS (all exceptions must be indicated here or attached on a separate sheet):

Not applicable

COMMENTS: Not applicable

We acknowledge receipt of the following Addenda: 0

(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) Spray-Patch Road Repair, LLC

Address 1333 East 11 Mile Road

City Madison Heights State MI Zip 48071

Telephone (248) 877-2480 Fax Not applicable

Representative's Name (please print) Joel Duncan

Representative's Title President

Representative's Signature

E-mail Spraypatchmi@gmail.com

Date 3/24/2025

GENERAL CONDITIONS

INSURANCE

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

TAX EXEMPTION

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

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

DOWN-PAYMENTS OR PRE-PAYMENTS

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

NOTICE TO BIDDERS

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

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.

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.

NON-DISCRIMINATION

In the hiring of employees for the performance of work described in this ITB and subsequent contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

ACCEPTANCE OF BID CONTENT

Should a contract ensue, the contents of the bid of the successful Bidder may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

DISCLOSURE

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this ITB is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

The City of Novi is not liable for any costs incurred by bidders prior to issuance of a contract.

MATERIAL SAFETY DATA SHEETS (MSDS)

All City of Novi purchases require a Material Safety Data Sheet, ("MSDS"), where applicable, in compliance with Miosha "Right To Know" law. The MSDS must include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including:
   a) The potential for fire, explosion, corrosivity, and reactivity;
   b) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
   c) The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

INDEPENDENT PRICE DETERMINATION

By submission of a 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.

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

CITY OF NOVI

SPRAY PATCH PROGRAM

SPECIFICATIONS

The following describes the minimum requirements for the mechanized repair of potholes, drains, sunken slabs, shoulders, spawls, cracks, alligatoring, and expansion joints. Repairs to be made on concrete, asphalt, and chip sealed roads as designated by the inspector.

TERM OF CONTRACT

The term of the contract is one year, with three one-year renewable options.

GENERAL

The Contractor shall furnish all materials, tools, equipment, labor, and supervision; and shall provide all other means that may be necessary to complete all the work in conformity in all respects to the requirements as set forth in these specifications.

The Contractor shall minimize interference with the public during the progress of the work. A minimum of one lane of the pavement shall be open to traffic at all times. Contractor shall place and maintain suitable barricades, warning signs and traffic regulators as may be necessary for the safety and convenience of the public and protection of the work in strict compliance with the traffic control and work zone requirements contained in the Michigan Manual for Uniform Traffic Control Devices (MMUTCD).

CONTRACTOR RESPONSIBILITIES

A. The Contractor shall be duly licensed/certified by the appropriate authorities to perform the work that is bid upon.
B. Furnish all manpower and machinery and payments of and for same, holding the City of Novi free of liens or encumbrances upon present or future payments made by the City to the Contractor.
C. Guarantee the reimbursement, repair or replacement and restoration of any cultivated area damaged by careless or accidental use of equipment or machinery. Also, to repair or replace any fences, signs, buildings, poles and/or appurtenances damaged or destroyed by careless or accidental use of equipment or machinery in the performance of the contract.
D. The Contractor shall contact designated City staff the day prior to by phone or e-mail to report work that is scheduled to be done the next scheduled day. This is to be reported before the work is started to ensure there are no scheduling conflicts.
E. The contractor shall send an e-mail to designated staff member(s) no later than 9:00 a.m., with a list of all work done the previous day. City staff will inspect all locations that were completed as indicated in email to confirm the work has been done.
F. Once the work has started the contractor will have 10 days to complete the work at the assigned location.

G. The Contractor shall conform to all applicable Federal, State and Local laws including use of slow moving vehicle signs where required.

MACHINE OPERATORS

All machine operators shall have sufficient training and experience to place materials with a minimum amount of over spray and material loss. Operators shall be able to control the aggregate and emulsion mix so as to assure a high quality, long lasting repair. Excessive overspray or overfill that creates an uneven road surface shall justify a shutdown of the work until it is corrected.

PREPARATION

The surface of the pavement shall be dry at the time of repair. No joints/crack/hole shall be sealed until the cleaning and preparation of the joints/crack/hole has been inspected and approved. Previously sealed and patched areas shall be cleaned down to bare concrete or asphalt. All debris and objectionable material resulting from cleaning operations will be removed from the pavement surface prior to repair. Following patch removal, the work location shall be cleaned of dust and debris using compressed air. The cleaning shall continue until the entire joint/crack/hole is free of dust, oil, water, old joint and patch material, and any other foreign matter which may prevent bonding to the concrete/asphalt. The operator will then apply a thin tack coat of hot emulsion to the area to be repaired. The area will then be filled with a mix of hot emulsion (under high volume [300-400 CFM] and low pressure [12-15 PSI] air) and limestone aggregate. The mix shall be approximately 24 gallons of emulsion to one ton of limestone aggregate. This mix shall completely fill all joints/cracks/holes from their bottom to the grade of adjoining pavement. The compressed air will compact the material sufficiently to allow immediate access to traffic without distortion of patched area. A thin layer of dry aggregate will then be placed over the repaired area; loose material swept back to the repair, and compacted.

EQUIPMENT

The equipment used for cleaning and preparing the joints, cracks and holes, and for sealing the same are subject to review and approval by staff before award of bid.

The patch machine will be totally self-contained with integral hopper for aggregate, or trailer mounted machine with the aggregate feed from towing truck.

The patch machine must have a tapered, adjustable height nozzle at the end of the application hose to concentrate and direct the flow of mixed repair material directly into cracks as small as 2". This also allows for the repair of sharp edges, such as catch basins, etc. The nozzle size and height shall limit over spray to a 3" maximum on either side of the joint.

Air compressors shall be portable or truck mounted; capable of furnishing not less than 100 cubic feet of air per minute at a pressure not less than 90 pounds per square inch. Suitable traps shall be employed to maintain the compressed air free of oil and moisture.

Compaction of final product shall be achieved using a hydrostatic/motorized drum roller, or equivalent approved by the DPW Supervisor.

AGGREGATE

Aggregate shall be Michigan #H-1 or Ohio #9 crushed limestone. All materials shall be MDOT approved/certified.

STORAGE

Arrangements for the storage of equipment and material are the sole responsibility of the contractor. City of Novi facilities/yards will not be available for material storage.

EMULSION

Emulsion shall be HF-RS2, AE-90, APME. Emulsion will be certified for compliance, as well as to prevent runoff and bleeding. Runoff and bleeding will not be permitted.

SAMPLING AND TESTING

All material shall be properly identified. Material testing and certification documents must be made available upon request to the City of Novi.

CONSTRUCTION METHODS

All work must be completed at one location at a time. Exceptions to this specification must be approved by a DPW Supervisor.

The Contractor shall take all necessary precautions to avoid excessive sealant from being discharged onto the pavement.

Application of the sealing emulsion and aggregate shall be done so as to completely fill the joint/crack/hole so that the repair is even with adjacent surfaces. After the first pour has cooled to the temperature of the pavement and settled, additional pours shall be made to fill the void. An additional touch up may be necessary after time and traffic has further compacted the sealant/aggregate mix. All "touch ups" greater than or equal to ½ inch depth within one year of installation shall be incidental to the unit pricing. Any overspray of material shall be minimized to ensure a smooth drive path.

The compound shall not be placed when the surface temperature is less than 40 degrees Fahrenheit, except by the approval of the DPW Supervisor.

Traffic shall not be permitted over the joint/crack/hole until the compound has hardened sufficiently to resist pickup and until stone has been installed over poured joints/cracks/holes.

Compound/stone chips in the gutter pan shall be removed by the contractor the same day to prevent obstruction of storm water flow.

FINAL CLEANUP / MECHANICAL SWEEPING

The work shall not be considered complete, and payment not made, until the area has been restored to a neat, orderly appearance acceptable to the DPW Supervisor. Equipment, excess material, rubbish, etc., resulting from the Contractor's operation, must be thoroughly removed from the site.

Any other material removed from the joint/crack/hole shall be disposed of by the Contractor in a manner approved by the DPW Supervisor and shall be considered incidental to the work. The Contractor shall use a mechanical sweeper to sweep the

location the day of work, the following day and at the one-week mark. Loose aggregate dislodged by traffic after the final acceptance by the City shall be swept by the City.

METHOD OF MEASUREMENT

Cleaning and resealing joints/cracks/holes will be measured by length in linear feet, measured along the centerline of each joint/crack/hole.

Payment for any joint/crack/hole exceeding a width of 10" for a length of more than 12", and deeper than 8", will be increased proportionately (e.g., a 15" width, deeper than 8", will be paid at the unit rate multiplied by a factor of 1.5).

RECONCILING PAY UNITS

The DPW Supervisor will record, on a daily basis, the quantity of actual pay units earned for each work site. The contractor shall make available an authorized representative to review this record and verify this quantity daily with his/her signature. Any dispute over pay units earned must be resolved before additional work may commence.

PROGRESS

Progress shall be continuous other than disruptions caused by inclement weather.

PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all work from damage and shall protect all public property and private abutting property from injury or loss arising in connection with this Contract. Contractor shall, without delay, make good any such damage, injury or loss, and shall defend and save the Owner harmless from all such damages or injuries occurring because of the work. Contractor shall furnish and maintain all passageways, barricades, guard fences, lights and danger signals, provide watchmen and other facilities for protection required by public authority or by local conditions, at no additional cost to the Owner.

RESPONSIBILITY FOR ADJOINING STRUCTURES

The Contractor shall assume full responsibility for the protection of all pavements, walls, landscaping, utilities, water mains, sewers, telephone lines, gas mains and any other services and structures along and near the work which may be affected by Contractor's operations, and shall indemnify, defend and save harmless the Owner against all damages or alleged damages to any such structure arising out of the work. The Contractor shall bear the cost of repair or replacement of any such structure damaged as a result of operations.

CONTRACTOR'S SUPERVISION AND ORGANIZATION

The work under this contract shall be under the direct charge and direction of the Contractor. The Contractor shall give efficient superintendence to the work, using their best skill and attention. The Contractor shall at all times keep on the site of the work, during its progress, a competent superintendent and any and all necessary foremen and assistants.

DRESS CODE

Contractor's employees shall maintain a neat and clean uniform appearance at all times. Employees shall wear safety shoes and uniforms at all times. Uniform must

clearly show the name of the contractor. All work shall be performed in a professional, courteous, work person-like manner.

SUBCONTRACTS

The Contractor shall not subcontract, assign, or transfer this contract or any portion thereof or any payment due to Contractor, without the written consent of the City. If the Contractor shall cause any part of the work under this Contract to be performed by a subcontractor, the subcontractor's officers and employees in all respects are considered employees of the Contractor, and the Contractor shall not be in any manner thereby relieved from their obligations and liability; and the work and materials furnished by the subcontractor shall be subject to the same provisions as if furnished by the Contractor.

SAFETY REQUIREMENTS

Contractor's equipment and general safety precautions must meet or exceed all OSHA and MIOSHA requirements. All persons doing work on City property shall be equipped with proper safety equipment as needed/ required (i.e. safety glasses, clean safety vests, hard hat, and face shield). The City may exercise the right to remove any employee from the performance of his/her work should an obvious violation be apparent.

WORK ZONE SAFETY

All work zones shall be signed and barricaded in compliance with the traffic control details herein referenced. In addition, "Loose Gravel" warning signs shall be posted at entrances to each work zone until the roadway is swept for the final time. The City may require a review of the traffic control plan for any job completed during this contract.

HOURS OF WORK

All work on neighborhood roadways shall be performed Monday--Friday 7:30 a.m. to 7:00 p.m. No work shall be performed on City observed holidays.

PRICING

A. This contract does not require prevailing wage.
B. No fuel surcharges will be allowed.

INVOICING

Contractor will submit invoices to the City only after the work has been completed. Contractor shall email invoice to: ksalowich@cityofnovi.org. Payment shall only be approved after the Field Operations Manager, or their designee has completed the inspection and review.

PAYMENT WITHHELD

The City of Novi may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate for progress payment to such extent as may be necessary to protect itself from loss on account of:

a) Defective work not remedied.

b) Claims filed or reasonable evidence indicating probable filing of claims.

c) Failure of the Contractor to make payments properly to subcontractors (if any) or for material, equipment or labor.

d) A reasonable doubt that the Contract can be completed for the balance then unpaid.

e) Damage to another Contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

CONTRACT TERMINATION

The City shall have the right to terminate the entire contract thereof for cause or convenience with thirty (30) days written notice. The City may terminate individual sites at any time:

For Cause:

A. The contractor is not adequately complying with the specifications;
B. The Contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment of the specified quality or quantity;
C. The Contractor in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work;
D. Previous unknown circumstances arise making it desirable in the public interest to void the contract;
E. The Contractor refuses to proceed with the work when as directed by the City; or the Contractor abandons the work.

Any practice hazardous as determined by the City shall be immediately discontinued by the contractor upon receipt of either written or oral notice to discontinue such practice.

For Convenience:

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

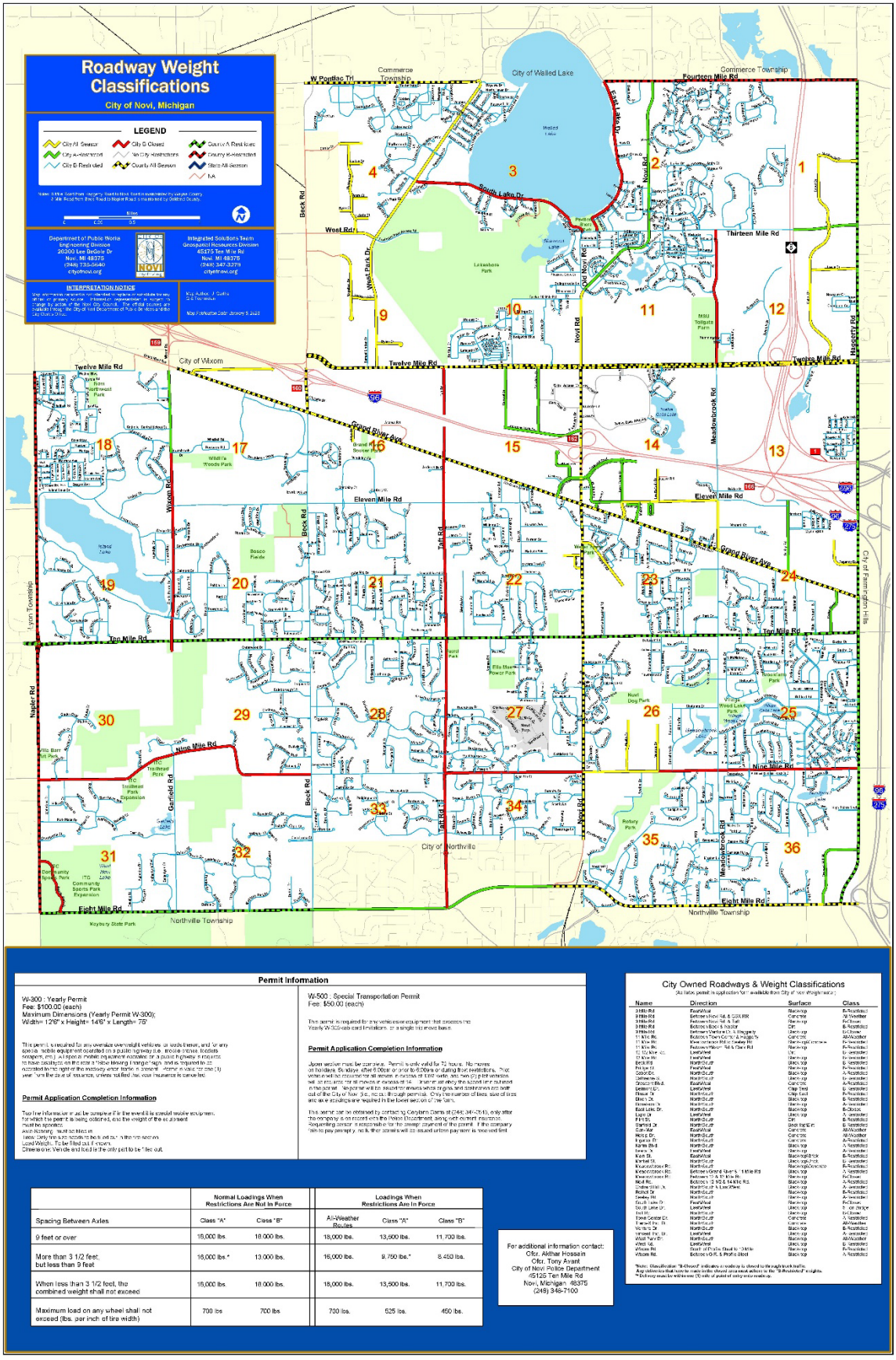
ADDITIONAL REQUIREMENTS

A. All crews of people shall be supervised at all times.
B. All vehicles doing work on City property shall be properly identified.
C. All minimum insurance specifications must be met - see Attachment A.
D. Weekly meetings may be required by the Director of Public Services, or their designee

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


Roadway Weight Classifications
City of Novi, Michigan
LEGEND
City A1- Seasonal
City A-Restricted
City B-Restricted
City B Closed
No City Restrictions
County All Season
City A Restricted
County A-Restricted
State All Season
I-A
Department of Public Works
Engineering Division
26300 Lee BeGole Dr
Novi, MI 48375
(248) 735-5640
cityofnovi.org
Integrated Solutions Team
Geospatial Resources Division
45175 Ten Mile Rd
Novi, MI 48375
(248) 347-0379
cityofnovi.org
INTERPRETATION NOTICE
Permit Information
W-300 : Yearly Permit
Fee: $100.00 (each)
Maximum Dimensions (Yearly Permit W-300):
Width= 12'6" x Height= 14'6" x Length= 75'
Permit Application Completion Information
W-500 : Special Transportation Permit
Fee: $50.00 (each)
Permit Application Completion Information
City Owned Roadways & Weight Classifications
Normal Loadings When Restrictions Are Not In Force
Loadings When Restrictions Are In Force
Spacing Between Axles
Class "A"
Class "B"
All-Weather Routes
Class "A"
Class "B"
9 feet or over
16,000 lbs.
18,000 lbs.
18,000 lbs.
13,500 lbs.
11,700 lbs.
More than 3 1/2 feet, but less than 9 feet
16,000 lbs.*
13,000 lbs.
16,000 lbs.
9,750 lbs.*
8,450 lbs.
When less than 3 1/2 feet, the combined weight shall not exceed
16,000 lbs.
18,000 lbs.
18,000 lbs.
13,500 lbs.
11,700 lbs.
Maximum load on any wheel shall not exceed (lbs. per inch of tire width)
700 lbs
700 lbs
700 lbs.
525 lbs.
450 lbs.
For additional information contact:
Ofcr. Akthar Hossain
Ofcr. Tony Avant
City of Novi Police Department
45125 Ten Mile Rd
Novi, Michigan 48375
(248) 348-7100

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.

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.

CONTRACT FOR SPRAY PATCH PROGRAM

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 Spray-Patch Road Repair, LLC, whose address is 1333 E 11 Mile Rd Madison Heights, MI 48071; "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 based on the pricing in Schedule 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, it agents, and others working on its behalf against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the City by reason of personal injury and/or property damages which arises out of or is in any way connected or associated with this Contract.

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

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

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

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

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

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

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

City: Victor Cardenas, City Manager and Cortney Hanson, City Clerk
Contractor: Joel Duncan, President

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

_____

By: Justin Fischer
Its: Mayor

Date: _____

_____

By: Cortney Hanson
Its: Clerk

Date: _____

SPRAY-PATCH ROAD REPAIR, LLC

Christine M. Slater

By: Joel Duncan
Its: President

Date: 4/22/25