



1.0 General Information and Project Overview

- **1.1. Purpose:** The **City of Utica** is soliciting proposals from qualified and experienced contractors to perform road pavement joint and crack sealing services on **Van Dyke Avenue & Utica Road** located in **Utica, Macomb County, MI**.
- **1.2. Background:** The purpose of this project is to extend the life of our pavement surfaces and prevent water penetration and further degradation. This RFP describes the scope of work, bid requirements, and the evaluation process for selecting the best contractor. The sample agreement for this contract is attached for reference.
- **1.3. Project Goals:** The primary goal is to seal joints and cracks effectively to prevent water infiltration and preserve the structural integrity of the pavement. The work must be performed with minimal disruption to traffic and meet the specified technical requirements.
- **1.4. Observation of Site:** Before submitting a Proposal, each bidder shall personally inspect the site of the proposed work to arrive at a clear understanding of the conditions under which the work is to be done. No allowance or extra consideration on behalf of the bidder will be subsequently allowed by reason of error or oversight on the part of the bidder.
- **1.5. Estimated Quantities:** the scope of work for this project includes major City streets, in particular: Van Dyke Avenue, from Hall Road (M-59) to the northern City limits (2.91 lane-miles); and Utica Road, from Dobry Drive (M-59 service drive) to the southern City limits (1.73 lane-miles). Van Dyke Avenue has concrete pavement. Utica Road has asphalt pavement (overlay of concrete pavement in some areas). **The estimated quantity of hot-applied joint and crack sealant needed for the area of work is 10,000 pounds.** To stay within the available project budget, the City, at their sole discretion, reserves the right to increase or decrease the pay item quantities or to eliminate items of work in the project contract before award or during construction. No additional compensation or adjustment to unit prices or lump sum prices will be made to the Contractor due to reduction/addition or deletion of any pay item in this Contract.



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Road Pavement Joint and Crack Sealing
RFP-U-26-001

- **1.6. Proposal Submission:** Sealed proposals for the construction of the Road Pavement Joint and Crack Sealing project will be received by the City Clerk for the City of Utica, **until 2:00 p.m., Local Time on Tuesday, September 16, 2025**, at which time and place all bids will be publicly opened and read. Bids submitted after the exact time specified for receipt will not be considered.
- **1.7. Inquiries:** All questions regarding this RFP must be submitted in writing to **Utica City Clerk** at **cityclerk@cityofutica.org** no later than **September 10, 2025 at 2 PM**. Responses will be provided to all potential bidders through posting on Michigan Inter-Governmental Trade Network (MITN), which may be accessed online at <https://www.bidnetdirect.com/mitn>.
- **1.8. Key dates:**
 - **RFP Release Date: 8/29/2025**
 - **Non-Mandatory Site Visit (optional): per request**
 - **Proposal Submission Deadline: 9/16/25 2:00 PM**
 - **Award Notification (estimated): 10/15/25**
 - **Project Completion Deadline: 12/15/25**

2.0 Scope of work

The project will include, but is not limited to, the following tasks:

- **2.1. Joint and Crack preparation:**
 - **Cleaning:** All joints and cracks must be cleaned of old sealant, dirt, dust, and loose debris using brooms, air compressors, or heat lances.
 - **Routing:** Where specified, joints and cracks need to be routed to a uniform width and depth to ensure a proper sealant reservoir.
 - **Vegetation removal:** Any vegetation or weeds growing in the cracks must be completely removed.
- **2.2. Sealant application:**
 - **Material:** The contractor shall use a hot-applied, rubberized joint and crack sealant conforming to **MDOT specification 914.04.A**.



- **Application:** The sealant must be applied uniformly to fill the joints and cracks from the bottom up, without creating voids or entrapped air. Install backer rod in joints or cracks deeper than 1 inch, suitable for use with hot-poured joint sealant, conforming to **MDOT specification 914.04.B**.
- **Overbanding:** On cracks greater than 1/2 inch, a neat overband is required to ensure a proper seal. The overband width shall not exceed **2 inches**, and its height shall not exceed **1/16 inch** above the pavement surface.
- **Anti-tracking:** A covering material, such as sand or blotting material, must be applied over the sealant in high-traffic areas to prevent tracking.
- **2.3. Traffic control:** The contractor is responsible for providing and managing all necessary traffic control devices, including signs, cones, and flaggers, to ensure the safety of workers and the public.
- **2.4. Cleanup:** All project debris must be removed and disposed of properly at an approved facility. The work area must be left in a clean and orderly condition.

3.0 Contractor Qualifications

Bidders must demonstrate that they have the experience, qualifications, and resources to perform the work. Proposals must include:

- **3.1. Company information:** Legal name, address, and an overview of the company's history and services.
- **3.2. Project team:** A list of key personnel, including project managers and supervisors, who will be assigned to this project, along with their qualifications and experience.
- **3.3. Experience:** A list of at least three similar road pavement joint and crack sealing projects completed within the last five years, including project descriptions, dates, and client references.
- **3.4. Equipment:** A list of the equipment that will be used for this project, including melters, routers, and application equipment.
- **3.5. Insurance:** Proof of insurance, including general liability, auto liability, and workers' compensation.



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- **3.6. Vendor Certification that it is Not an “Iran Linked Business”:** Pursuant to Michigan law, complete the vendor certification included with the attached State of Michigan Enrolled Senate Bill No. 1024 and submit with bid documents.
- **3.7. Certification Regarding Debarment, Suspension and Other Responsibility Matters:** Complete the attached certification form and submit with bid documents.

4.0 Proposal Format and Pricing

Proposals should be organized into the following sections:

- **4.1. Executive summary:** A brief overview of the proposal, highlighting the bidder's approach and qualifications.
- **4.2. Work plan:** A detailed description of how the contractor plans to execute the project, including a timeline and methodology.
- **4.3. Company qualifications:** Information as requested in Section 3.0.
- **4.4. Unit Price Bid Form:** Submit pricing, providing a unit price for each item as provided on the following table:

Bid Item	Quantity	Units		Unit Price		Cost
Rout, Clean, & Seal Joints and Random Cracks	10,000	pounds	@	\$	=	\$
Maintaining Traffic, Van Dyke Ave. Work Area	LUMP SUM				=	\$
Maintaining Traffic, Utica Rd. Work Area	LUMP SUM				=	\$
TOTAL AMOUNT OF BID						\$

The Bidder hereby declares that they have inspected the site of work and further declares that no charges in addition to the individual unit prices and lump sum prices shall be made on account of any job circumstance or field conditions which were present and/or ascertainable prior to the bidding. The Contractor shall complete the work under whatever conditions they may create by their own sequence of construction, construction methods, or other conditions they may create, at no additional cost to the City.



5.0 Evaluation and Award

- **5.1. Evaluation criteria:** Proposals will be evaluated based on the following criteria:
 - **Price:** Overall cost of the proposal.
 - **Experience and qualifications:** The bidder's history and capability to complete the project successfully.
 - **Methodology:** The quality and feasibility of the proposed work plan.
 - **References:** Client references for previous projects.
- **5.2. Right to reject:** **The City of Utica** reserves the right to reject any or all proposals, to waive any informalities or irregularities, and to make an award in the best interest of the **City of Utica**.
- **5.3. Contract award:** The successful bidder will be required to enter into a formal agreement with the **City of Utica**. The sample agreement for this contract is attached for reference. Exhibit 'A' included with the Agreement are the project specifications under which the proposed work shall be completed.

Act No. 517
Public Acts of 2012
Approved by the Governor
December 28, 2012
Filed with the Secretary of State
December 28, 2012
EFFECTIVE DATE: April 1, 2013

STATE OF MICHIGAN
96TH LEGISLATURE
REGULAR SESSION OF 2012

Introduced by Senators Kahn, Marleau, Brandenburg, Anderson, Green and Booher

ENROLLED SENATE BILL No. 1024

AN ACT to prohibit persons who have certain economic relationships with Iran from submitting bids on requests for proposals with this state, political subdivisions of this state, and other public entities; to require bidders for certain public contracts to submit certification of eligibility with the bid; to require reports; and to provide for sanctions for false certification.

The People of the State of Michigan enact:

Sec. 1. This act shall be known and may be cited as the “Iran economic sanctions act”.

Sec. 2. As used in this act:

- (a) “Energy sector of Iran” means activities to develop petroleum or natural gas resources or nuclear power in Iran.
- (b) “Investment” means 1 or more of the following:
 - (i) A commitment or contribution of funds or property.
 - (ii) A loan or other extension of credit.
 - (iii) The entry into or renewal of a contract for goods or services.
- (c) “Investment activity” means 1 or more of the following:
 - (i) A person who has an investment of \$20,000,000.00 or more in the energy sector of Iran.
 - (ii) A financial institution that extends \$20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit for investment in the energy sector of Iran.
- (d) “Iran” means any agency or instrumentality of Iran.
- (e) “Iran linked business” means either of the following:
 - (i) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
 - (ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.
- (f) “Person” means any of the following:
 - (i) An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.
 - (ii) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c)(3) of the international financial institutional act, 22 USC 262r(c)(3).

(iii) Any successor, subunit, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph (i) or (ii).

(g) "Public entity" means this state or an agency or authority of this state, school district, community college district, intermediate school district, city, village, township, county, public authority, or public airport authority.

Sec. 3. (1) Beginning April 1, 2013, an Iran linked business is not eligible to submit a bid on a request for proposal with a public entity.

(2) Beginning April 1, 2013, a public entity shall require a person that submits a bid on a request for proposal with the public entity to certify that it is not an Iran linked business.

Sec. 4. If a public entity determines, using credible information available to the public, that a person has submitted a false certification under section 3(2), the public entity shall provide the person with written notice of its determination and of the intent not to enter into or renew a contract with the person. The notice shall include information on how to contest the determination and specify that the person may become eligible for a future contract with the public entity if the person ceases the activities that cause it to be an Iran linked business. The person shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If a person does not make that demonstration within 90 days after receipt of the notice, the public entity may terminate any existing contract and shall report the name of the person to the attorney general together with information supporting the determination.

Sec. 5. The attorney general may bring a civil action against any person reported under section 4. If a civil action results in a finding that the person submitted a false certification, the person is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the public entity's investigation, and reasonable attorney fees, in addition to the fine. A person who submitted a false certification shall be ineligible to bid on a request for proposal for 3 years from the date the public entity determines that the person has submitted the false certification.

Sec. 6. The provisions of this act are effective only if Iran is a state sponsor of terror as defined under section 2 of the divestment from terror act, 2008 PA 234, MCL 129.292.

Enacting section 1. This act takes effect April 1, 2013.

This act is ordered to take immediate effect.

Carol Morey Viventi

Secretary of the Senate

Ray E. Randall

Clerk of the House of Representatives

Approved

.....
Governor

Statewide Prohibition Against Iran-Linked Businesses

The Michigan State legislature passed legislation to prohibit entities that have certain economic relationships with Iran from submitting a bid on a request for proposals (RFP) from state public entities, to require bidders for certain public contracts to submit certification of eligibility with a bid, and to respond to and report a false certification.

The "Iran Economic Sanctions Act" (P.A. 517 of 2012) makes an Iran-linked business ineligible to submit a bid on a RFP with a public entity. School districts, community college districts, and intermediate school districts must require each entity submitting a bid on an RFP to certify it is not an Iran-linked business. This requirement applies to all RFPs and not just to construction projects. Applicants for MDE grants will be required to assure compliance with this condition.

The Iran Economic Sanctions Act defines Iran-linked business as either of the following:

- A person engaging in investment activities in the energy sector of Iran, including a person who provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
- A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

There are additional requirements to respond to and report an entity that has submitted a false certification. These requirements are described in the Iran Economic Sanction Act at: <http://www.legislature.mi.gov/documents/2011-2012/publicact/pdf/2012-PA-0517.pdf>

Provisions of the Iran Economic Sanction Act remain in effect as long as Iran is defined by the U.S. Secretary of State as a state sponsor of terror, a country determined to have repeatedly provided support for acts of international terrorism. Information about federal sanctions is available at: <http://www.state.gov/j/ct/list/c14151.htm>

Questions regarding the requirements of the Iran Economic Sanction Act may be directed to the Attorney General's office.

**VENDOR CERTIFICATION
THAT IT IS NOT AN
“IRAN LINKED BUSINESS”**

Pursuant to Michigan law, (*the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.*), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an “IRAN LINKED BUSINESS, as defined by law.

Vendor	
Legal Name	
Street Address	
City	
State, Zip	
Corporate I.D. Number / State	
Taxpayer I.D. #	

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an “IRAN LINKED BUSINESS” as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the Owner.

Signature of Vendor's
Authorized Agent:

Printed Name of Vendor's
Authorized Agent:

Witness Signature:

Printed Name of Witness:



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**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- b) Have not, within a three (3) year period preceding this Proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State Antitrust Statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (1)(b) of this Certification; and
- d) Have not within a three (3) year period preceding this Application/Proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- e) I understand that a false statement on this Certification may be grounds for rejection of this Proposal or termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000.00 or imprisonment for up to five (5) years, or both.

Name and Title of Authorized Representative

Signature of Authorized Representative

Dated

☐ I am unable to certify to the above statements. Attached is my explanation.

Contract for Road Pavement Joint and Crack Sealing

3. TERMS OF PAYMENT: The Contractor will invoice for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the streets where the work was performed, and the quantities placed based on the contractual billing rates being charged. The total amount paid under this contract will not exceed the total amount bid in the RFP, unless a

duly executed change order has been authorized by the City. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

4 PERSONNEL: Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5 INSURANCE SUBMISSION REQUIREMENTS: The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractor's acceptance of the terms of this Agreement.

6 CONFIDENTIAL AND OR PROPRIETARY INFORMATION: The Contractor that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. INDEPENDENT CONTRACTOR: The Contractor and the City agree that the Contractor is acting as an independent with respect to the Contractor role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

8. COMPLIANCE WITH LAWS: Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, County, or City of Utica ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City for any cause or no cause.

10. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Utica, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the Contractor including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

11. STANDARD INSURANCE REQUIREMENTS: The Contractor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed

and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non- owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Utica, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.
- F. Proof of Insurance Coverage: Contractor shall provide the City of Utica at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Utica, as listed below.
 - 1. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
 - 2. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4. If so requested, Certified Copies of all policies mentioned above will be furnished.

- G. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Utica may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Utica shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

12 WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Utica
7550 Auburn Rd.
Utica, Michigan 48317
Attn: William Diamond
DPW Superintendent

Contractor: _____

Attn: _____

13 AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

14 WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

15 COMPLETE AGREEMENT: The Parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor agreement with the City of Utica. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

16 DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than

one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

17. FAILURE TO PERFORM. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

18. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the 41A Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Utica, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Macomb County, Michigan.

19. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response, to the City's Request for Proposals dated September 16, 2025. In the event of a conflict in any of the term of this Agreement and the Contractor's response, the terms of this Agreement shall prevail.

20. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Utica will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Utica.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date provided below.

CONTRACTOR:

By: _____

Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2025, before me personally appeared _____, who acknowledged that with authority on behalf of _____, to do so he/she signed this Agreement.

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

CITY OF UTICA:

By: _____
Gus Calandrino, City Mayor

Date: _____

By: _____
Lori Cooke, City Clerk

Date: _____

APPROVED:

Philip Paternoster, Finance
Director/Treasurer
(Approved as to financial
obligation)

William Diamond, Department of Public
Works Superintendent
(Approved as to substance)

EXHIBIT 'A'

SPECIFICATION FOR JOINT AND RANDOM CRACK SEALING

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes providing all work, materials, labor, and equipment necessary to prepare and seal joints and cracks in pavement surfaces up to 1-1/2" in width
1. The following operations shall be considered acceptable means of joint/crack treatment:
 - a. Rout, Clean, & Seal: Rout reservoir at the joint/crack of an existing pavement surface, clean the routed joint/crack, and place sealant into the reservoir to prevent the intrusion of water into the pavement structure.
 - b. Overband: Clean crack in existing HMA surface and place material into and over crack to eliminate water infiltration.
 2. If existing crack sealing material in the areas of work are still in satisfactory condition, those cracks shall not be resealed.
 3. If existing cracking or deterioration found is severe, making sealing method impracticable, then those cracks shall not be sealed.
 4. Maintaining traffic in the construction influence area (CIA) during the work described in this specification.
- B. Area of Work:
1. Van Dyke Avenue, between Hall Road (M-59) and northern City limits – approximately 2.91 lane-miles of concrete pavement.
 2. Utica Road, between southern City limits and Dobry Drive (M-59 service drive), approximately 1.73 lane-miles of asphalt pavement, overlaying concrete in some areas.
- C. The Work shall commence October 15, 2025, and conclude December 15, 2025, considering weather limitations described herein.

1.2 MEASUREMENT AND PAYMENT

- A. **Rout, Clean, & Seal Joints and Random Cracks.....Lbs:**
The Owner shall pay for **Rout, Clean, & Seal of Joints and Random Cracks** at the contract unit price per pound, measured by the weight of the material installed in accordance with the "Provisions for Weight Measurement". Unit price shall be payment in full and include all costs incurred in the cleaning, routing and preparation of joints and cracks, furnishing and installing materials necessary to properly seal the joint/crack, furnishing and installing backer rods where cracks exceed 1" in depth, weighing of materials, labor, and equipment necessary to provide specified treatment to joints and random cracks in pavement in accordance with the specifications and drawings and sweeping of the pavement upon completion of each day's work. This pay item shall be used for all joint and crack sealing work, whether the joint is routed or not, or if overbanding applied.

- B. The Owner shall pay for overbanding of random cracks at the contract unit price per pound, measured by the weight of the material installed in accordance with the "Provisions for Checking Measurement". Unit price shall be payment in full and include all costs incurred in the locating, cleaning and preparation of cracks, furnishing and installing materials, weighing of materials, labor, and equipment necessary to provide specified treatment to random cracks in HMA pavement in accordance with the specifications and drawings and sweeping of the pavement upon completion of each day's work.
- C. Provision for Weight Measurement
1. The Contractor shall weigh the vessel containing the hot poured sealant immediately prior to the first day of work at certified scales and provide the Owner with a copy of the scales information.
 2. If the vessel is securely locked at an approved location for the duration of the project, the Owner's representative will count the number of lugs of hot poured sealant added to the vessel on a daily basis, and once the vessel is no longer utilized for the project, the vessel shall be weighed again at a certified scales.
 3. The summation of the beginning and ending weight's, along with the lugs added to the vessel shall determine the pay quantity for these two items.
 4. If the Contractor elects to remove the vessel on a daily basis, he shall be required to get a new weight ticket of the vessel each night at the end of that day's work and each morning before beginning work, to which the weight of the lugs used during that day will be added to it.
- D. Quantities must be regarded as approximate only and are given as a guide to the bidder and for comparison of bids.
1. The Owner reserves the right to increase or diminish these quantities, and the Contractor will be paid for only as much work as he is required to do by the Owner at the unit price stated in the Proposal.
- E. The schedule of items under which the work is to be done is given with as much accuracy as is practicable beforehand.
- F. Maintaining traffic in the CIA shall be considered included in the unit price bid as described above, unless otherwise provided for in the Proposal.
- G. Items of work not described herein but considered typical for concrete and HMA pavement joint and crack treatment shall be considered incidental to the unit price defined.

1.3 REFERENCES

- A. Definitions
1. Abrasion: The wearing away of treatment material by tire friction or snowplow scraping.
 2. Adhesion: The bonding of a material to crack sidewalls and pavement surface.
 3. Cohesion: The resistance of a material to internal rupture.
 4. Overband: A type of finish in which material is allowed to completely cover prepared cracks by extending onto the pavement surface.

5. Non-Working Cracks: Cracks that experience relatively little horizontal or vertical movement as a result of temperature change or traffic loading. As a general rule, movement less than 1/8 inch.
6. Reservoir: A uniform rectangular channel resulting from crack routing/sawing operations.
7. Treatment Failure: The degree to which a treatment is not performing its function. This includes areas along the sealed or filled joint/crack exhibiting loss of adhesion or cohesion or pull-out of material. Sealant materials displaying abrasion are not performing, unless there is a definable upheaval in the pavement profile along the edges of the joint/crack that allows snowplow scraping to wear away material.
8. Working Cracks: Cracks that experience considerable horizontal or vertical movement as a result of temperature change or traffic loading. In general, movement greater than, or equal to 1/8 inch.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 1. Interfere as little as possible with the convenience of the public during the progress of the work.
 2. Construct and maintain suitable barricades and lights as may be necessary for the safety and convenience of the public and protection of the work.
 3. Oil burning pots or lanterns are prohibited.
- B. Pre-Construction Meeting: Conduct a pre-construction meeting prior to the beginning of work to discuss the following:
 1. Contractor's detailed work schedule
 2. Joint/Crack Sealant Test Section
 3. Contractor's Quality Control Plan
 4. Traffic control plan
 5. Required project documentation
 6. Contractor's designation of Contractor's Authorized Representative
- C. Sequencing:
 1. Seal joints/cracks in accordance with the plans and as follows:
 - a. Longitudinal joints/cracks shall be sealed before the transverse joints/cracks are sealed.
 - b. Longitudinal joints/cracks shall be sealed with one application of hot poured sealant.
 2. Sealing is to be half-width of the road at a time and marked off with cones until sealant has hardened.
 3. Limit of 1,500 lineal feet between beginning routing to the completion of sealing and reopening to traffic.

1.5 SUBMITTALS

- A. Contractor Quality Control Plan as detailed in this specification.

1.6 QUALITY ASSURANCE

- A. Quality Control System

1. Provide the following documents to produce a joint/crack seal program that complies with the contract requirements:
 - a. Sequence of Construction
 - b. Application Procedures
 - c. Work Crew Organization

- B. Joint/Crack Sealant Test Section
 1. Provide a test section of not less than 400 feet to demonstrate the routing, cleaning and sealing techniques to be utilized on the project prior to routing and cleaning joints/cracks for the entire project.
 2. An acceptable test section must be completed and approved by the Owner prior to work proceeding.
 3. Contractor to rework the reservoir until it complies with the contract specifications if the contractor's original process does not satisfy the project requirements.
 4. Rout, clean and seal all remaining joints/cracks in the same manner as the approved test section.

- C. Contractor Quality Control Plan:
 1. The means by which the Contractor ensures that the warranty related treatments comply with the requirements of the contract. Controls must be adequate to cover all joint/crack treatment operations.
 2. Submit Quality Control Plan at the pre-construction meeting.
 3. Include the following, at a minimum, in the Quality Control Plan:
 - a. A detailed description that details how working and non-working cracks will be determined by field crews. Projects with multiple pavement sections will be separately detailed.
 - b. The sealant materials and equipment to be used on the project.
 - c. The reservoir configuration for the rout and seal operation.
 - d. The procedures for joint/crack cleaning.
 - e. The replacement criteria for the cutting tool.
 - f. The controls that will be implemented by the Contractor to ensure that flying dust and debris are not directed toward adjacent traveled lanes, pedestrians, parked vehicles, or buildings.
 - g. Proposed procedure for monitoring initial acceptance requirements.

- B. The Owner and Engineer must be allowed access to all work in progress for the purpose of assurance review and testing.

- C. If there are adverse environmental conditions, the Contractor will provide the Engineer an action plan that clearly demonstrates how the joint/crack sealing operation will be adjusted for the actual environmental conditions.

1.7 PACKAGING AND DELIVERY

- A. The compound shall be packed in substantial commercial containers of a size, which can be conveniently handled on the job so that the covering may be readily removed from the material without waste.
 1. Legibly mark containers with the description, manufacturer's name and brand, weight, safe heating temperature and batch number.

2. The batch number shall be a specific designation to represent the compound manufactured from one batch of raw material, irrespective of the number of mixers involved in the production of the batch.
- B. Upon delivery, properly identify and certify that the sealant has been inspected and tested
1. Testing shall be in accordance with the requirements of the Federal specification (Methods for Sampling and Testing) SS-R-406, Method 223.11.
 2. Supply the Owner with certification tickets from the material supplier to verify the above requirements.

1.8 FIELD/SITE CONDITIONS

- A. The surface of the pavement shall be dry at the time of sealing.
1. Use of a heat lance to dry pavement prior to sealing is prohibited.
- B. The sealant shall not be placed when the temperature is less than 40 degrees F in the shade or greater than 85 degrees F and at 5 degrees F above the dew point except by the approval of the Engineer.

PART 2 PRODUCTS

2.1 MATERIALS

- A. All materials shall include a virgin unvulcanized styrene butadiene synthetic rubber polymer to provide extra flexibility and resistance to embrittlement in cold weather and provide less sensitivity to temperature extremes. The synthetic rubber polymer shall compose 5% (+/- 0.5%) of the material by weight and shall meet the following requirements:
1. Ash, % of Total Polymer Solids, (ASTM D-297): 3.0 Max
 2. Volatile Content, 5hrs @ 105 degrees C, %: 5.0 Max
 3. Coagulum on 80 Mesh screen, %: 0.2 Max
 4. Mooney Viscosity of Polymer, M/L 4@ 100 degrees C: 95 Min
 5. Brookfield Viscosity @ 25 degrees C, cps: 80,000 Max
 6. Flash Point, degrees C, Pensky-Martin Method, (ASTM D-93): 150 Min
- B. Joint/Crack Filler Material shall be hot poured rubber asphalt type joint sealing compound which shall conform to the following:
1. Federal Specifications for Sealing Compound Type SS-S-1401
 2. Latest requirements of Section 914.04 of the current edition of the Michigan Department of Transportation Standard Specifications for Construction.

2.2 EQUIPMENT

- A. Debris Removal: Provide a vacuum street sweeper or a self-propelled or towed sweeper equipped with dust suppressing water jets and elevator/hopper to collect sweepings.
- B. Cleaning Equipment: The equipment used for cleaning and preparing the joints and cracks for sealing in existing pavement may include the following:

1. Tractor- Mounted Plow
 - a. May be used to remove the bulk of old material from existing joints.
 - b. Equip with a hydraulically operated depth control and replaceable bits.
 - c. Operate equipment so as to preclude spalling or otherwise damaging the pavement.
 2. Routing Machine
 - a. A self-powered machine operating a rotary cutter or revolving cutting tool designed to:
 - 1) Completely remove the old joint sealer and all foreign matter and reface each side wall of the joint without spalling or otherwise damaging the edges.
 - 2) Create a reservoir of the specified dimension following random cracks without spalling or damaging the edges.
 3. Compressed air system
 - a. Produces a continuous, high-volume, high pressure stream of clean, dry air to prepare cracks
 - b. Equip air compressor with a moisture separator to remove oil and water from the air supply
 - c. Portable and capable of furnishing not less than 150 cubic feet of air per minute at a pressure not less than 100 pounds per square inch.
 4. Sand Blasting Equipment
 - a. Furnish a minimum of 300 cubic feet of air per minute at a pressure of not less than 90 psi.
 - b. The nozzle shall be of proper size and of a long wearing type.
 - c. Replace nozzles enlarged by wear as necessary.
- C. Equipment for Filling and Sealing Joints and Cracks
1. Hot-Poured Rubber-Asphalt Type Compound:
 - a. Utilize an indirect heating or double-boiler type heating kettle using oil as the heat transfer medium.
 - b. Provide a thermostatically controlled heat source, a built-in automatic agitator, and thermometers installed to indicate both the temperature of the melted sealing material and that of the oil bath.
 2. Hot-Poured Sealing Materials:
 - a. Pour at the required temperature for application by the use of a separate pouring pot or from the heating kettle.
 - b. Force the sealing material to the bottom of the joint and completely fill it to the surface of the pavement.
 - c. Install a second application of sealing material after the first application has cooled and settled below the surface of the pavement.
 - d. Control the rate of application so as to completely fill the joint and not spill the material on the surface of the pavement.
 3. Application Wand
 - a. Apply material using either a wand followed by a V-shaped or U-shaped squeegee or a round application head with a concave underside.
- D. Equipment for Application of Overband Material: Application Wand
1. The material can be applied by wand followed by a "V" shaped squeegee or by a round application head having a concave underside.

2. The width of application shall be 100 mm (3.9") for standard coverage. With the prior written approval of the Engineer, the application width may be increased to a maximum of 200 mm (7.8") to provide complete and uniform coverage over multi-crack areas.
3. The maximum sealant "film" thickness allowed will be 5 mm (0.2").
4. The melter/applicator capacity shall be a minimum of 850 gallons and must be capable of reverse agitation.
5. Two melter/applicator kettles shall be required at all times for the project.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Provide a description that details how working and non-working cracks will be determined by field crews as part of the Contractor Quality Control Plan.

3.2 PREPARATION

- A. Clean the surface of the pavement at the location of the joint/crack and broom, if necessary, to remove all dirt and debris.
- B. Preparation of Existing Cracks
 1. Rout, groove or saw existing random working cracks to a width of 1/2 -inch plus or minus 1/16 -inch and a depth of 1 inch plus or minus 1/16-inch.
 - a. As a minimum, the reservoir shall contain a volume of 6 cubic inches per foot.
 - b. The width to depth of the reservoir must be as close to a 1:2 ratio as practical.
 2. Remove existing crack sealant and clean crack as specified prior to installation of sealant.
- C. Preparation of Existing Joints
 1. Remove at least 95% of existing sealant from the existing joint, including the joint sidewalls to the following depths
 - a. If the width of the existing joint is 1/2-inch or less, the minimum depth of removal is 1 1/4-inches.
 - b. If the width of the existing joint is 3/4-inch or greater, the minimum depth of removal is 2-inches
 - c. Depth of removal includes both sealant reservoir and backer rod.
 2. Widen all joints less than 1/2-inch in width by saw cutting the joint to 1/2-inches wide by a minimum depth of 1 1/4-inches.
 3. Do not widen joints 1/2-inches wide or greater.
 4. Do not spall or damage the sides of the joints
 5. After sawing and/or plowing operations are complete, sandblast the joint sidewalls and pavement surface with 1/2-inch of the joint, to remove any remaining traces of old sealant or other contaminants and to slightly roughen the pavement surface.
- D. Remove all debris and objectionable material resulting from cleaning operations from the pavement surface immediately after the cracks and joints are cleaned.

- E. Thoroughly blow clear the reservoir dust or chips, oil, water or other objectionable material which may prevent bonding of the sealant to the existing pavement material with compressed air through a nozzle from a power driven air compressor immediately before applying the filling compound to the reservoir.
- F. Inspect sealant reservoir to assure cleanliness by rubbing a finger along each face of the reservoir to spot dust or other contaminants. Reclean until all reservoirs are clean and dry.

3.3 INSTALLATION

- A. Prepare and apply the sealing and overbanding compounds in accordance with the manufacturer's specifications.
- B. Material Preparation: Melt the hot poured joint sealant in a heating kettle
 - 1. Direct heating will not be permitted
 - 2. Any sealing material heated in excess of the safe heating temperature recommended by the manufacturer shall not be used in the work.
- C. Material Handling: Pour sealant by the use of a separate pouring pot of the double boiler type, or from the melting kettle equipped with a pressure pump, hose, and nozzle.
 - 1. Use only mechanical pouring equipment
 - 2. Hand type pouring shall not be used.
- D. Backer Rod Installation
 - 1. Install backer rod in existing joints prior to joint sealant where indicated.
 - 2. Ensure backer rod is compatible with the joint sealant be placed.
 - 3. Install a backer rod that has a diameter 25% larger than the joint width.
 - 4. Place backer rods with a double-wheeled steel roller or any smooth , blunt tool that will force the backer rod into the joint uniformly to the required depth without damage or puncturing.
- E. Application:
 - 1. Sealing of joints/cracks is prohibited until the cleaning and preparation of the reservoirs have been inspected and approved by the Engineer.
 - 2. Treat all visible joints/cracks in the surfaced area of the roadbed unless otherwise indicated by the Engineer due to a high concentration of cracks.
 - 3. Remove all debris from the pavement surface before sealant is placed.
 - a. Clean joints/cracks no more than 10 minutes prior to sealant application.
 - 4. Joints/Working Cracks:
 - a. Treat all joints and working cracks using a cut reservoir with sealant placed flush to 1/8 inch below the pavement surface.
 - b. The walls of the finished reservoir must be vertical and the reservoir bottom flat.
 - 5. Non-Working Cracks:
 - a. The Contractor may treat non-working cracks with material placed in an overband configuration.
 - b. Apply overband material to clean dry cracks, 2 inches wide and 1/16 inch thick.

- 1) The Contractor may increase the maximum application width to 6 inches for coverage of multiple cracks with prior written approval from the Engineer.
- 2) Place temporary pavement markings before opening the road to traffic if overband material obliterates existing pavement markings.
- c. Apply overband as follows unless otherwise required:
 - 1) Stand Alone Overband Crack Fill: If no other surface treatment is required on the pavement, fill visible cracks in the road less than 1 ¼ inch wide.

3.4 SITE QUALITY CONTROL

- A. If a condition is identified that causes an unsatisfactory joint/crack treatment, all production work shall stop and corrective action must immediately take place.
 1. The Contractor must perform the corrective action at no additional cost to the contract.
 2. The quality control measures will be effective until work is accepted.
- B. Non-Conforming Work:
 1. Deficiencies attributed to non-conforming work shall include but are not limited to areas exhibiting:
 - a. Adhesion failure
 - b. Cohesion Failure
 - c. Missed joints/cracks
 - d. Settled joint/crack filler material
 2. If work is identified by the Engineer to not be in compliance, the Contractor shall repair and make good at its own expense any and all defects.

3.5 CLEANING

- A. Even if the sealant is not applied immediately after the joints and cracks are cleaned, they will still need to be vacuumed or swept clear of debris, including all nearby pavement surfaces, before the Contractor may move onto a new area.
- B. The Contractor will be responsible for any marks left on the pavement due to their operation. The Contractor will have 48 hours to remove marks or the Owner will have them removed with all costs deducted from monies owed to the Contractor.

3.6 PROTECTION

- A. The Contractor must apply a sufficient amount of detackifying solution, if needed, to protect the uncured crack treatment from tracking.
- B. Traffic shall not be permitted over the poured joint/crack or overband crack-filler until the material has cooled sufficiently in accordance with manufacturer recommendation to prevent tracking by vehicle tires.
- C. Blotting materials such as sand, aggregate, sawdust, or paper is prohibited.

- D. Any damage by traffic to the treated pavement areas shall be repaired by the Contractor at no expense to the Owner.
- E. If the existing pavement markings are obliterated as a result of the crack or joint temporary work, temporary pavement markings shall be placed before the roadway is opened to traffic at the Contractor's expense.

3.7 ACCEPTANCE

- A. The Contractor shall notify the Engineer upon completion of required corrective work or upon completion of work on the job or project if corrective work is not required.
- B. Initial acceptance shall be documented and executed when the crack treatment is determined to be in compliance by the Engineer.
 - 1. This date will be the Acceptance Date of Warranted Work.
 - 2. The Owner may accept the Joint/Crack Treatment and begin the warranty period, excluding any area needing corrective work, due to seasonal limitations.

END OF SECTION