

CITY of NOVI CITY COUNCIL

**Agenda Item 3
February 8, 2010**

SUBJECT: Approval to award a one year renewal option of the Pavement Striping contract with R.S. Contracting, Inc. based on the terms, conditions and pricing of the existing contract for an estimated annual cost of \$191,958.42 and an effective date of May 18, 2010.

SUBMITTING DEPARTMENT: Department of Public Services – Field Operations Division *(M)*

CITY MANAGER APPROVAL: *(Signature)*

EXPENDITURE REQUIRED	191,958.42
AMOUNT BUDGETED	816,200 (Major Streets) \$567,670 (Local Streets)
LINE ITEM NUMBER	202-202.00-866.000 (Major Street Fund) 203-203.00-866.000 (Local Street Fund)

BACKGROUND INFORMATION:

On April 6, 2009 the Novi City Council approved a contract for pavement striping services to R.S. Contracting Inc. consisting of approximately 50 centerline miles of the City's road system. The contract term was for one year, with roadway striping being performed in the spring, and handwork performed twice a year, (spring and fall). Upon mutual consent of the City and R.S. Contracting Inc, there are two one-year renewal options available.

R.S. Contracting, Inc. satisfactorily completed pavement striping for the City of Novi in 2009. The contractor was responsive, and met general requirements and specifications of the contract. R.S. Contracting Inc. has indicated a willingness to extend the contract prices for pavement marking from the year 2009 through 2010. Please see attached contract.

RECOMMENDED ACTION: Approval to award a one year renewal option of the Pavement Striping contract with R.S. Contracting, Inc. based on the terms, conditions and pricing of the existing contract for an estimated annual cost of \$191,958.42 and an effective date of May 18, 2010.

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

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

A **R.S.**
CONTRACTING INC.
A **PAVEMENT MARKING**
SPECIALIST

December 15, 2009

City of: CITY OF NOVI
47175 W. 10 MILE RD.
NOVI, MI 48357

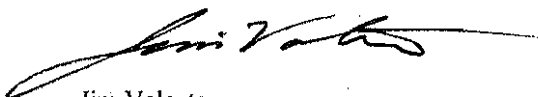
Attention: Tim Wright

Re: 2010 Pavement Marking Long Line
2010 Pavement Marking Cold Plastic

Dear Mr. Wright,

This letter is to inform you that R.S. Contracting, Inc., upon consent from City of Novi, is willing to extend the contract prices for pavement marking from the year 2009 through the year 2010.

Very truly yours,



Jim Valente
Treasurer

 WE ACCEPT THE ABOVE PROPOSAL

WE DO NOT ACCEPT THE ABOVE PROPOSAL

Representative signature for City of Novi

Date

**Please make a copy for your files. Please return original to R.S. Contracting, Inc. in the enclosed self addressed stamped envelope.

CONTRACT

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, 45175 W. Ten Mile, Novi, Michigan 48375 "City", R.S. Contracting, Inc., whose address is 9276 Marine City Hwy., Casco, MI 48064, "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. The Contractor shall not commence work under this Agreement until he has obtained all insurance required under Attachment A, and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. A current certificate is to be provided to the City during the entire contract period. The Contractor shall also supply all necessary payment and performance bonds in a form acceptable to the City as required in Attachment A.

Time of Work. The contractor shall commence work within fifteen (15) calendar days after the notice to proceed is issued. All work must be completed within fifteen (15) working days after the contractor begins work. These time limits are of the essence of this Contract and failure to meet them shall permit City to terminate this Contract whether or not work has been commenced.

Payment. The City agrees to pay the Contractor an amount not to exceed the sum of \$191,958.42, based on unit price, after satisfactory completion of the work and within thirty (30) days of receiving a final bill or invoice for the work from the Contractor, accompanied by a sworn statement and full unconditional waivers of lien, confirming that all subcontractors and any material suppliers have been paid in full.

Changes. Any changes in the provisions of this Contract must be in writing and signed by the City and Contractor.

Liability. Contractor shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. Consistent with this liability, the Contractor agrees to defend, pay on behalf of, and hold harmless the City, its agents, and others working on its behalf against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the City by reason of personal injury and/or property damages which arises out of or is in any way connected or associated with this Contract.

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

Contractor: R.S. Contracting, Inc., 9276 Marine City Hwy., Casco, MI 48064.

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

[signatures on next page]

WITNESS AND DATES
OF SIGNATURES:

Marilyn A. Troutman

Date: 5/14/09

Marilyn A. Troutman

Date: 5/18/09

[Signature]

Date: 5/15/09

CITY OF NOVI

[Signature]
By: David B. Landry
Its: Mayor

Debra Blashfield
By: ~~Maryanne Cornelius~~
Its: ~~Clerk~~ **DEBRA BLASHFIELD-DEPUTY CITY CLERK**

CONTRACTOR

[Signature]
By: R.S. Contracting, Inc.,
Jim Valente
Its: Treasurer

EXHIBIT A WORK SPECIFICATIONS

The specifications, limitations, requirements conditions for the striping work on City-owned and/or maintained property are as follows:



CITY OF NOVI
PAVEMENT STRIPING
INSTRUCTIONS TO BIDDERS

ISSUING OFFICE

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

For questions regarding the RFP, please contact:

Sue Morianti, Purchasing Manager
smorianti@cityofnovi.org

IMPORTANT DATES

RFP Issue Date	February 19, 2009
Last Date for Questions	Friday, February 27, 2009 by 12 Noon
Response Due Date	Thursday, March 5, 2009 by 3:00 P.M.

PROPOSAL/BID SUBMITTALS

Submitted proposals shall include:

- The completed proposal form(s), vendor questionnaire.

FAILURE TO SUBMIT PRICING ON THE PROPOSAL FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

An **ORIGINAL and three (3) copies** of each proposal must be submitted. No other distribution of the proposals will be made by the Contractor. Proposals must be signed by an official authorized to bind the Contractor to its provisions

TYPE OF CONTRACT

If a contract is executed as a result of the quotation, it stipulates a fixed price for services. The contract period will be for one (1) calendar year with two (2) renewal options in one (1) calendar year increments.

QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of the City of Novi that it has the necessary facilities, ability, and financial resources to provide the service specified herein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City in

regard to the bidder's qualification. The City of Novi may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work and the bidder shall furnish to the City of Novi all information for this purpose that may be requested. The City of Novi reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described herein. Evaluation of the bidder's qualifications shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required.
2. The ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.
3. The quality of performance of previous contracts or services.
4. The character, integrity, reputation, judgment, experience and efficiency of the bidder.

RIGHT TO REQUEST ADDITIONAL INFORMATION

The City reserves the right to request any additional information it deems necessary from firms responding to this invitation to bid after bids have been received.

CONTRACT AWARD

The contract that will be entered into will be that which is most advantageous to the City of Novi, prices and other factors considered. The City reserves the right to accept any or all alternative proposals and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all proposals; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

CHANGES TO THE BID

Should any prospective Bidder be in doubt as to the true meaning of any portion of the Request for Proposal, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the issuing office by the date listed above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional Bid provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info. Any addendum issued by the City shall become part of the Bid Proposal and shall be taken into account by each bidder in preparing their proposal.

RESPONSE DATE

To be considered, sealed proposals must arrive at the specified location, on or before the specified time and date. There will be no exceptions to this requirement. The City of Novi shall not be held responsible for lost or misdirected proposals.

Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposals. All proposals must be contained in sealed envelopes marked on the

outside with the contractor's name and the name of the bid. Proposals received after the closing date and time will not be accepted or considered. Telegraphic, facsimile, or telephone proposals are not acceptable.

SUBMISSION OF PROPOSAL/BID

All proposals will remain valid for One Hundred and Twenty (120) days from due date and cannot be withdrawn during this period.

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

Bids must be clearly prepared and legible and must be signed by an Officer of the submitting Company on the enclosed form. Proposals must show unit and total prices. ANY CHANGES MADE ON PROPOSAL FORMS MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.

USE OF THE CITY LOGO IN YOUR PROPOSAL IS PROHIBITED.

The successful vendor 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. The use and scope of contractor responsibility must be clearly defined.

NON-DISCRIMINATION

In the hiring of employees for the performance of work under this 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.

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 proposal figure. 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.

ACCEPTANCE OF PROPOSAL CONTENT

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

MATERIALS SUBMITTED

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 RFP is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward and concise description of the contractor'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.

INCURRING COSTS

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

DISCLOSURE OF PROPOSAL CONTENT

After contract award, a summary of total price information for all submissions will be posted on the MITN website at www.mitn.info.

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the offerer certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

- (a) The prices in the proposal 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 offerer or with any other Competitor; and
- (b) No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

- (c) He is the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or
- (d) He is not the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

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

CONTRACT TERMINATION

The City of Novi reserves the right, upon thirty (30) days written notice to terminate the contract for failure of the vendor to comply with the terms and conditions set forth herein.

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.** 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 sources indicated, it is recommended that you register on the MITN site, www.govbids.com, and obtain an official copy.



CITY OF NOVI PAVEMENT STRIPING

SPECIFICATIONS

SERVICE TO BE PROVIDED

Professional street striping service for the striping of roads under the jurisdiction and within the corporate limits of the City of Novi, Michigan designated by the Department of Public Works, in accordance with all terms, conditions, provisions and specifications herein mentioned.

Work in the Base Bid section of the contract is to be conducted during the following two periods: Spring 2009, Fall 2009

If Alternate #2 (Sprayable Thermoplastic) is awarded, the Fall application would be done only upon request of the City.

All striping shall be in accordance with existing striping, unless a variation or change is indicated in this proposal.

TIME LIMITS AND DEADLINES

The Contractor shall commence work within fifteen (15) calendar days after the Notice to Proceed is issued. All work must be completed by fifteen (15) working days after the Contractor begins the work.

METHOD OF MEASUREMENT AND PAYMENT

A. MEASUREMENT

1. Centerline striping will be measured along the centerline of the roadway in miles or part thereof.
2. Edge marking will be measured along the edge of the roadway in miles or part thereof.
3. Stop bars will be measured in linear feet.
4. Arrows shall be in conformance with the standard symbols for highway signs and pavement markings and will be measured in units.
5. Onlays shall be in conformance with the standard alphabets for highway signs and pavement markings and will be measured in units.
6. Railroad Grade Crossing Markers shall conform to the standards of Section 8B-4, Michigan Manual of Uniform Traffic Control Devices and will be measured in complete units. A complete unit will consist of the following:
 - a. One (1) twenty-four inch (24") wide Stop Bar.
 - b. One (1) X which is sixteen inches (16") wide and twenty feet (20') long.

- c. One (1) set Railroad letters six feet (6') long and one foot (1') wide.
 - d. Two (2) two foot (2') wide transverse lines.
 - e. No Passing markings as required.
- 7. School markings shall be in conformance with the standard alphabets for highway signs and pavement markings and will be measured in units.
 - 8. Special crosswalks shall be in conformance with pavement markings and will be measured in linear feet.

B. PAYMENT

- 1. The payment for centerline striping will be by the mile which will include all work as specified under the base bid pavement-striping schedule.
- 2. The payment for edge marking will be by the mile which will include all work as specified under the base bid edge-marking schedule.
- 3. The payment for stop bar markings and special crosswalks will be by the linear foot which will include all work as specified under the base bid stop bar marking schedule.
- 4. The payment for arrows, onlys, railroad grade crossing markers and schools will be by actual units completed and will include all work as specified under the base bid for arrows and onlys respectfully.

DEFINITIONS

- A. **LONGITUDINAL LINES:** Longitudinal lines shall be defined as all lines, broken and solid yellow, double yellow, and broken and solid white necessary to identify traffic lanes; where traffic moves in either the same direction or opposite direction, lines used to indicate the center of the roadway, lines used to prohibit or permit lane crossing, lines used to prohibit or permit passing, lines used to define left turn lanes at intersections and lines used to form median islands.
- B. **SYMBOLS & ALPHABETS:** Symbols and alphabets shall be defined as all figures necessary to identify traffic lanes; where traffic moves in either the same direction or opposite direction; arrows used to indicate the direction of traffic flow or onlys used to prohibit or permit traffic flow.
- C. **SPECIAL CROSSWALKS:** Special crosswalks shall be defined as those crosswalks not located at a standard intersection. Special crosswalks shall be 6-foot wide. Special crosswalk lines shall be 24-inches wide across the full width of the road. For added visibility, special crosswalks will have diagonal or longitudinal cross hatch lines as shown in the MMUTCD Figure 3-14 b.

GENERAL SPECIFICATIONS AND CONDITIONS OF SERVICE

- A. It shall be the Contractor's responsibility to examine, firsthand, the roadways indicated on the attached map to fully understand the scope and location of the work called for under this proposal.
- B. The Contractor shall understand that scheduling of striping days with the Department of Public Works constitutes a vital proposal/agreement condition as it is the primary goal of the City to insure that the striping of all City streets scheduled for striping be done in such a manner so as to minimize both inconvenience to the public and disruption of the normal flow of traffic.

- C. The Contractor's performance shall be monitored by the Department of Public Works. The Scheduling of the work shall be made through the Department of Public Works, and no work shall begin until the approval of the DPW Superintendent or his designee, has been secured.
- D. The Contractor shall provide and maintain in full operation and at all times during the tenure of this proposal/agreement, a sufficient crew of laborers, equipment operators, tools, materials, and reliable equipment necessary for the performance of this service. All equipment used in the performance of the contract shall be equipped with strobe lights, flashers, and all other appropriate cautionary and safety systems in compliance with all City, State and Federal laws and regulations. The Contractor shall be staffed with properly trained and equipped personnel, including "flagpersons", where and when such personnel are necessary to insure the safety of the Contractor's staff and equipment as well as the safety of the City and motoring public.
- E. Prior to application of pavement marking, it shall be the Contractor's responsibility that the pavement surfaces are clean, dry and free of all foreign materials.
- F. The City of Novi reserves the right to inspect the bidder's equipment before making an award of the bid.
- G. The Contractor shall be responsible for the appearance, conduct, discipline, and supervision of all his employees involved in the service.
- H. All machines and equipment used by the Contractor in the performance of this service shall be of uniform appearance with company name and logo and shall be maintained in a reasonably neat, clean and safe operating condition.
- I. Contractor shall report to the designated City representative on a daily basis with completed work of the previous day and its schedule for the present day.
- J. Contractor is responsible for maintaining traffic at all times. Striping is to be done in such a manner so as to minimize inconvenience to the public and disruption of the normal flow of traffic.
- K. Adequate precautions are to be taken for the safety of the public as well as property. City staff will be the final authority in the determination of whether Contractor has used "adequate precautions".

SPECIFICATIONS FOR PAINT TO BE USED IN STRIPING CITY ROADS

- A. **TYPE:** Twenty (20) Second Dry Traffic Paint
- B. **COLORS:** White and Yellow
- C. **GENERAL:** The pigmented binder shall be formulated and manufactured from first grade materials and shall be free from defects and imperfections that might adversely affect the serviceability of the finished product. The pigmented binders, white and yellow, shall provide the proper anchorage and refraction for glass beads when both binder and spheres are applied in the stipulated quantities with the specialized equipment so that the glass beads are induced into the paint spray fan with a pressurized bead gun. The pigmented binder shall show no evidence of excessive settling or living upon storage in the sealed container as received, to the degree that it would make re-incorporation difficult by standard and normal methods, or so to detrimentally affect its application with the specialized equipment.

- D. CERTIFICATION AND TESTING:** Prior to contract award, the lowest price responsive and responsible bidder shall provide the City with samples of paint to be used for the project at no cost the City. Paint samples shall be submitted by the City to an independent laboratory of the City's choice and at the City's expense for chemical analysis, testing and certification.
- E. VISCOSITY:** The consistency of the pigmented binder shall not be less than one hundred (100) nor more than one hundred twenty (120) Krebs Units at twenty-five (25) degrees centigrade, when tested in accordance with Method 4281 of Federal Test Method Standard No. 141a.
- F. NO-TRACKING TIME:** The pigmented binder shall dry to a "No-Tracking Condition" in twenty (20) seconds or less. The "No-Tracking Condition" shall be determined by actual application on the pavement of the pigmented binder at #1 mil wet, covered with glass beads at the rate of 6# / gallon. The paint lines for the test shall be applied with the specialized striping equipment operated so as to have the pigmented binder at temperatures of 180 - 195 degrees Fahrenheit at the spray orifice. This maximum no-tracking time shall not be exceeded when the pavement temperature varies from 50-120 degrees Fahrenheit and under all humidity conditions, providing the pavement is dry. The no-tracking time shall be determined by passing over the line with a passenger car in a simulated passing maneuver. A line showing no visual deposition of the paint to the pavement surface when viewed from a distance of fifty (50) feet shall be considered as showing "No-Tracking" and conforming to this requirement for field dry.
- G. FLEXIBILITY:** The flexibility shall be run in accordance with Federal Specification TT-P-115c, with the exception that magnification shall be used for examination.
- H. DRY OPACITY:** The pigmented binder shall have a minimum contact ratio of 0.97 when applied with a .005 Bird Applicator (.010 inch blade clearance) and tested in accordance with Federal Test Method Standard No. 141a, Method 4121, Section No. 4.2, Procedure B (except the use of auction box is to be admitted).
- I. COVERAGE BASE:** The pigmented base shall be applied on pavement surfaces at a wet film thickness of 15+ 1 mil. White and yellow binders shall be covered with a standard drop-on bead, at the rate of six (6) pounds of glass per gallon of pigmented binder.
- J. BLEEDING:** The white and yellow pigmented binders shall have a minimum bleeding ratio of 0.95 when tested in accordance with Federal Specification TT-P-85d. The asphalt saturated felt shall conform to Federal Specification HH-R-590.
- K. SETTLING:** The pigmented binder in full pint triple-sealed friction top, unlined tin cans shall show no dense or hard settling when stored free of vibration at one hundred twenty (120) degrees Fahrenheit air temperature for five (5) days. At the end of that period the pigmented binder shall be cooled at room temperature for four (4) hours before making an examination. The degree of settling shall have a rate of six (6) or better when evaluated in accordance with ASTM D-869-48.

In making the tests, the filled (filled to the bottom of the lip) triple-sealed friction top unlined tin can, be placed in an inverted position for one (1) hour to insure a

complete seal between cover and body of the can. At the end of one (1) hour, the filled tin can shall be placed in an upright position for at least one hour before placing it in an air temperature of one hundred (12) degrees Fahrenheit. The can or cans shall be placed in a single tier.

- L. **APPLICATION:** The Contractor shall make every effort to reapply all new markings over existing markings. All new markings should clearly indicate the intent of the traffic engineer to the motorist. If new markings cannot clearly overlay the existing markings, the Contractor will erase or remove the existing markings. Special attention should be given to Arrows and Onlys. All new symbols and alphabets shall be apparent and free from any ambiguities by previous markings.

OTHER REQUIREMENTS AND AGREEMENTS

- A. **TIME:** It is agreed that if the Contractor shall be unavoidably delayed in fulfilling the requirements and agreements by reason of excessive storm or floods or acts beyond the control of the **CONTRACTOR**, or strikes, or by court injunction, or by stopping of the work by the City because of an emergency or public necessity, or reason of alterations order by the City, the **CONTRACTOR** shall have no valid claim for damage on account of any cause or delay; but he shall in such case be entitled to such an extension of specified time limits as the City shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the **CONTRACTOR** within a week after the date upon which such alleged cause or delay shall have occurred.
- B. **CITY'S RIGHT TO COMPLETE:** It is agreed that if at any time the Contractor shall abandon this work; or if he should be adjudged as bankrupt, or if his performance of this agreement is being unnecessarily or unreasonably delayed; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on account of his insolvency; or if he should persistently or repeatedly fail to supply enough properly skilled workmen or sufficient suitable materials for the work; or if he should habitually fail to make prompt payment to subcontractors or to pay promptly for materials and labor; or if he should persistently disregard laws or ordinances or directions of the City; or if he should willingly violate any of the substantial provisions of this agreement; then in such case the City, after giving the Contractor and his sureties written notice thereof, may order the Contractor to discontinue all work under this agreement or any part thereof.

The City shall have the right to finish the work, or part thereof, by contract or otherwise as the City may elect, and to charge the cost and expense of such completion to the Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the agreement price shall exceed the expense of finishing the work, including the compensation for additional managerial and administrative services, the amount of such excess shall be paid to the

Contractor; and if such expense shall exceed the unpaid balance, the Contractor shall pay the City the amount of such excess.

It is further understood and agreed that the foregoing provisions of these requirements and agreements are without prejudice to any other right or remedy which the City may have under this agreement.

ASSIGNMENT OF AGREEMENT

It is agreed that the Contractor shall not assign or transfer this agreement or sublet any part of the work embraced in it, except with the written consent of the City to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall be done in conformity with and be subject to all the provisions of the agreement specifications and requirements exactly as if performed by the Contractor and his immediate employees and workmen. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his obligations and liabilities under this agreement.

It is likewise agreed that the Contractor shall not assign either legally or equitably, any of the monies payable to him under this agreement, or his claim thereto, except with the written consent of the City.

PROTECTION OF PROPERTY

The Contractor shall protect all public property and private property from injury or loss arising in connection with this agreement. He shall, without delay, make good any such damage, injury or loss and shall defend and save the City harmless from all such damages or injuries occurring because of his work.

INSURANCE

The Contractor shall not commence work under this agreement until he has obtained all insurance required under Attachment A, and such insurance has been approved by the City, nor shall the Contractor's allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. **A current certificate of insurance is to be provided to the City during the entire contract period.**

ANY PART OF CONTRACTOR'S WORK FOUND TO DEVIATE FROM THESE SPECIFICATIONS, REQUIREMENTS AND/OR AGREEMENTS SHALL CONSTITUTE DEFAULT ON THE PART OF THE CONTRACTOR; AND THE CITY SHALL TAKE ALL ACTIONS NECESSARY TO PROTECT ITS BEST INTEREST INCLUDING BUT NOT LIMITED TO TERMINATION OF THE AGREEMENT, WITHHOLDING PAYMENT, ETC. FAILURE OF BIDDER TO PROVIDE PROPERLY CERTIFIED PAINT PRIOR TO COMMENCEMENT OF AGREEMENT AND/OR AWARD SHALL DISQUALIFY HIS BID.



**CITY OF NOVI
2009 PAVEMENT STRIPING ESTIMATES**

The City of Novi proposes the following estimate quantities:

Centerline

Double Yellow	26.2 Miles
1 Solid Yellow / 1 Skip Yellow	17.75 Miles
Skip Yellow	5.75 Miles

Lane Line

Skip White	6.6 Miles
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Edge Line

Solid White	33.2 Miles
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Channel Lines

Solid White	2.8 Miles
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Lane Reduction Lines

Solid Yellow	200 Feet
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Other

Railroad Grade Crossing Markers	5 Each
School Markings	19 Each

Intersection Markings

Stop Bars	3,301 Feet
Lane Lines	26,068 Feet
Arrow (right, left and/or thru and/or combinations)	223
Onlys	175
Cross Hatching	1,322 Feet
6" Crosswalks (Standard, or longitudinal)	5,475 Feet
Special Crosswalks	2,719 Feet
Continental Line Spacing	3,781 Feet

Railroad Grade Crossing Markers

- 2 at 9 Mile Road (East of Novi Road)
- 2 at West Road (East of Beck Road)
- 1 at GenMar (West of Novi Road)

School Markings Locations

- 1 at 11 Mile Road west of Taft Rd.
- 1 at 11 Mile Road east of Taft Rd
- 1 at 11 Mile Road east of Wixom Rd.
- 2 at Meadowbrook Road (South of 13 Mile Road)
- 2 at Nine Mile Road (East of Beck Road)
- 4 at Novi Road (13 Mile Rd. to 14 Mile)
- 2 at Taft Road (South of Ten Mile)
- 1 at Taft Road & Emerald Forest Dr.
- 1 at Taft Road north of 11 Mile Rd.
- 2 at Willowbrook Rd. (10 Mile to Villagewood)
- 1 at Wixom Rd. north of 11 Mile Rd.
- 1 at Wixom Rd. south of 11 Mile Rd.

Special Crosswalks

	<u>Feet</u>
Arcadia at Cordoba	136
Nine Mile at Galway Dr. (School)	94
Havergale at Nine Mile Rd.	94
Market at Grand River Ave.	160
Market South of Grand River Ave.	110
Market & Main St. to Novi Rd.	171
Meadowbrook at Meadowbrook Elementary (School)	366
Meadowbrook at Twelve Mile Rd.	120
Meadowbrook at 13 Mile Rd.	230
Moorgate at Havergale	54
Moorgate at Irvine	54
Novi Rd. at Ice Arena	88
Novi Rd. at Hickory Woods Elementary (School)	120
Town Center south of Crescent (Health Club)	68
West Park at South Lake Dr.	414
West Park at West Rd.	228
Willowbrook at Guilford (School)	<u>212</u>
Total	2,719

Parking Spots:

- Market St.
- Main St.

Bicycle Symbols:

- East Lake Drive
- South Lake Drive

White Pedestrian Lines:

- Villagewood (Cranbrook to Haggerty) East bound – 1,144 Linear Feet
- Westbound – 1,361 Linear Feet

Cranbrook (9 Mile Rd. to Villagewood) - Southbound – 1,903 Linear Feet
Northbound – 1,819 Linear Feet

Traffic Divisional Island:

West Oaks at Novi Rd.

6" White Continental Lines - 433 Linear Feet

24" White Outline Lines – 185 Linear Feet

West Park Dr at Pontiac Trail.

6" White Continental lines - 345 Linear Feet

24" White Outline Lines - 200 Linear Feet

ALTERNATE #1 – PARKING LOTS (As Requested)

Parking lots include all parking spaces, crosswalks, handicapped marking, ADA marking, stop bars, and arrows and markings that currently exist at each location. Work will be done at the request of an authorized City representative. If awarded, the City makes no guarantee regarding the quantity of work to be requested during the contract period.

Parking lot locations:

Civic Center (45175 W. Ten Mile Rd., Novi, MI 48375)

Police Headquarters (45125 W. Ten Mile Rd, Novi, MI 48375)

DPW Garage (26300 Delwal, Novi, MI 48375)

Inside DPW Garage (26300 Delwal, Novi, MI 48375)

Police Gun Range (26350 Delwal, Novi, MI 48375)

Fire Station 1 (42975 Grand River, Novi, MI 48375)

Fire Station 2 (1919 Paramount, Novi, MI 48377)

Fire Station 3 (42785 Nine Mile Rd., Novi, MI 48375)

Fire Station 4 (49375 Ten Mile Rd., Novi, MI 48374)

Novi Ice Arena (42400 Arena Dr., Novi, MI 48375)

Meadowbrook Commons (25075 Meadowbrook Rd., Novi, MI 48375)

Lakeshore Park (601 South Lake Dr., Novi, MI 48377)

Rotary Park (22220 Roethel Dr., Novi, MI 48375)

ITC Community Sports Park (51000 Eight Mile Rd., Northville, MI 48167), all lots

Ella Mae Power Park (Ten Mile Rd behind Civic Center)

Parks Storage Facility (25804 Beck Rd., Novi, MI 48374)



CITY OF NOVI

ALTERNATE #2 - SPRAYABLE THERMOPLASTIC MARKING MATERIAL

Overview

Sprayable thermoplastic marking would be applied only upon request and in areas specifically requested by authorized City representative. If awarded, the City makes no guarantee regarding the quantity of work to be requested during contract period.

Materials

Glass Beads – Glass Beads used with Sprayable Thermoplastic are part of the Pavement Marking System and are supplied by the manufacturer.

Material Safety

The Contractor shall provide the Engineer with Material Safety Data Sheets (MSDS) for all materials and supplies used for this contract. The contractor shall properly dispose of unused material and containers in accordance with the Federal Resource Conservation Recovery Act (RCRA) of 1976 and the Michigan Hazardous Waste Management Act (ACT 64).

The City will not provide buildings or space to store Contractor's materials and/or equipment.

Construction Materials

Sprayable Thermoplastic material and glass beads shall be sprayed uniformly at thickness of no less than 40 mils.

Application Limitations

All pavement should be more than visibly dry, since subsurface moisture can be present in amounts sufficient to affect proper bonding of the Sprayable Thermoplastic material. The minimum ambient air and surface temperature shall be 50 degrees F and rising at the start of marking operations. If work is started and the air temperature falls below 50 degrees F, and continual cooling is indicated, all work shall be stopped, as directed by the Supervisor.

The Sprayable Thermoplastic material shall be heated to and applied at the temperature range recommended by the manufacturer.

Measurement and Payment

The completed work shall be measured in linear feet and paid for at the contract unit prices for the following contract items (pay items). The skips in dashed lines are not included in the measurements.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
6-INCH EDGE LINES AND 12-INCH GORE MARKINGS

T&S:DOT

1 of 1

C&T:APPR:JAR:JKG:01-05-04
FHWA:APPR:01-22-04

a. Description. Apply 6-inch edge lines and 12-inch gore markings at locations shown on the plans. Complete this work according to sections 811 and 920 of the 2003 Standard Specifications for Construction and this Special Provision.

b. Materials. Select marking material from the Qualified Products List.

c. Construction. Apply 6-inch edge lines and 12-inch gore markings as specified in the standard specifications except as noted in this special provision.

Apply 6-inch and 12-inch wide lines with a tolerance of $\pm 1/4$ inch. Apply solid lines with no gaps or spaces.

Edge lines and gore markings must be solid lines.

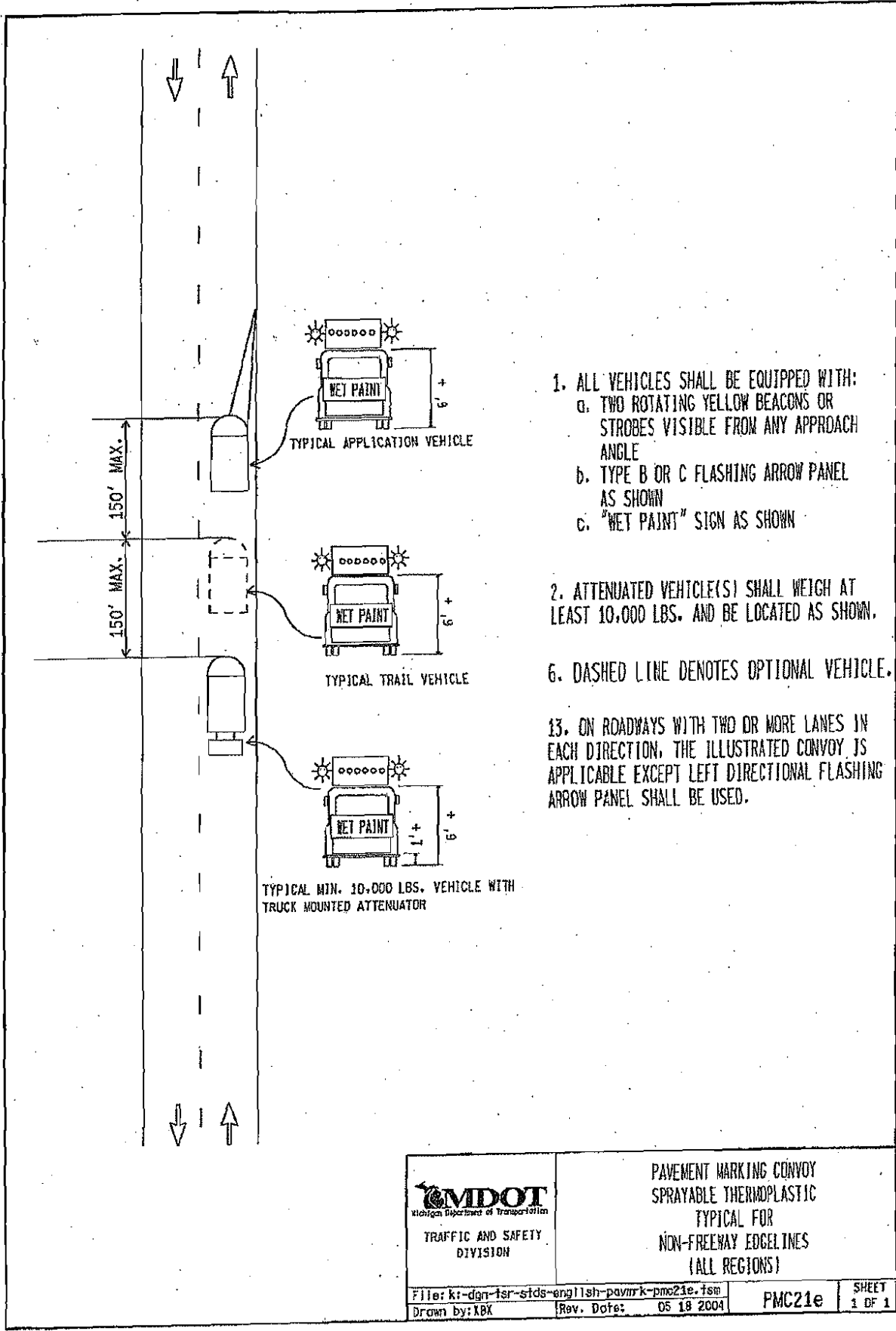
Retrace existing pavement markings with lines of equal length. For existing 6-inch or 12-inch wide lines (nominal), retrace to $\pm 1/4$ inch. Maximum total line width, existing and retraced, is 7 inches and 13 inches, respectively.

Apply pavement marking material uniformly at the rates shown in Table 1.

Table 1: Pavement Marking Material Application Rates per Mile

Line Type	Waterborne		Thermoplastic		Sprayable Thermoplastic		Epoxy		Regular Dry	
	Binder (gal)	Beads (lb)	Binder (lb)	Beads (lb)	Binder (lb)	Beads (lb)	Binder (gal)	Beads (lb)	Binder (gal)	Beads (lb)
Solid										
6-inch	24	192	2730	264	1080	375	33	825	24	144
12-inch	48	384	5460	528	2160	750	66	1650	48	288

d. Measurement and Payment. The completed work as described will be measured and paid according to subsection 811.04 of the standard specifications for the appropriate contract items.




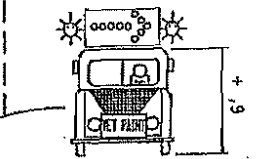
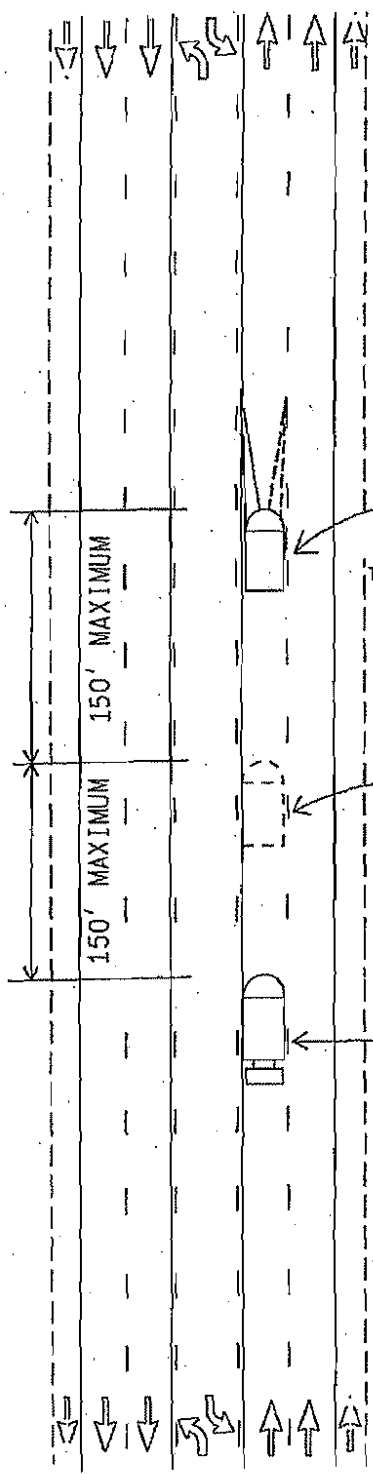
1. ALL VEHICLES SHALL BE EQUIPPED WITH:
 - a. TWO ROTATING YELLOW BEACONS OR STROBES VISIBLE FROM ANY APPROACH ANGLE
 - b. TYPE B OR C FLASHING ARROW PANEL AS SHOWN
 - c. "WET PAINT" SIGN AS SHOWN

2. ATTENUATED VEHICLE(S) SHALL WEIGH AT LEAST 10,000 LBS. AND BE LOCATED AS SHOWN.

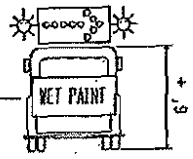
6. DASHED LINE DENOTES OPTIONAL VEHICLE.

13. ON ROADWAYS WITH TWO OR MORE LANES IN EACH DIRECTION, THE ILLUSTRATED CONVOY IS APPLICABLE EXCEPT LEFT DIRECTIONAL FLASHING ARROW PANEL SHALL BE USED.

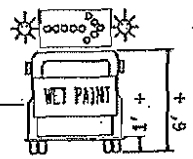
 <p>TRAFFIC AND SAFETY DIVISION</p>	<p>PAVEMENT MARKING CONVOY SPRAYABLE THERMOPLASTIC TYPICAL FOR NON-FREEWAY EDGELINES (ALL REGIONS)</p>
<p>File: k:\dgn\tsr-stds-english-pavmrk-pmc21e.fsm Drawn by: XBX</p>	<p>Rev. Date: 05 18 2004 PMC21e SHEET 1 OF 1</p>



TYPICAL APPLICATION VEHICLE WITH LEFT DIRECTIONAL FLASHING ARROW PANEL FRONT VIEW



TYPICAL TRAIL VEHICLE



TYPICAL MIN. 10,000 LBS. VEHICLE WITH TRUCK MOUNTED ATTENUATOR

1. ALL VEHICLES SHALL BE EQUIPPED WITH:
 - a. TWO ROTATING YELLOW BEACONS OR STROBES VISIBLE FROM ANY APPROACH ANGLE
 - b. TYPE B OR C FLASHING ARROW PANEL AS SHOWN
 - c. "WET PAINT" SIGN AS SHOWN

2. ATTENUATED VEHICLE(S) SHALL WEIGH AT LEAST 10,000 LBS; AND BE LOCATED AS SHOWN.

6. DASHED LINE DENOTES OPTIONAL VEHICLE.

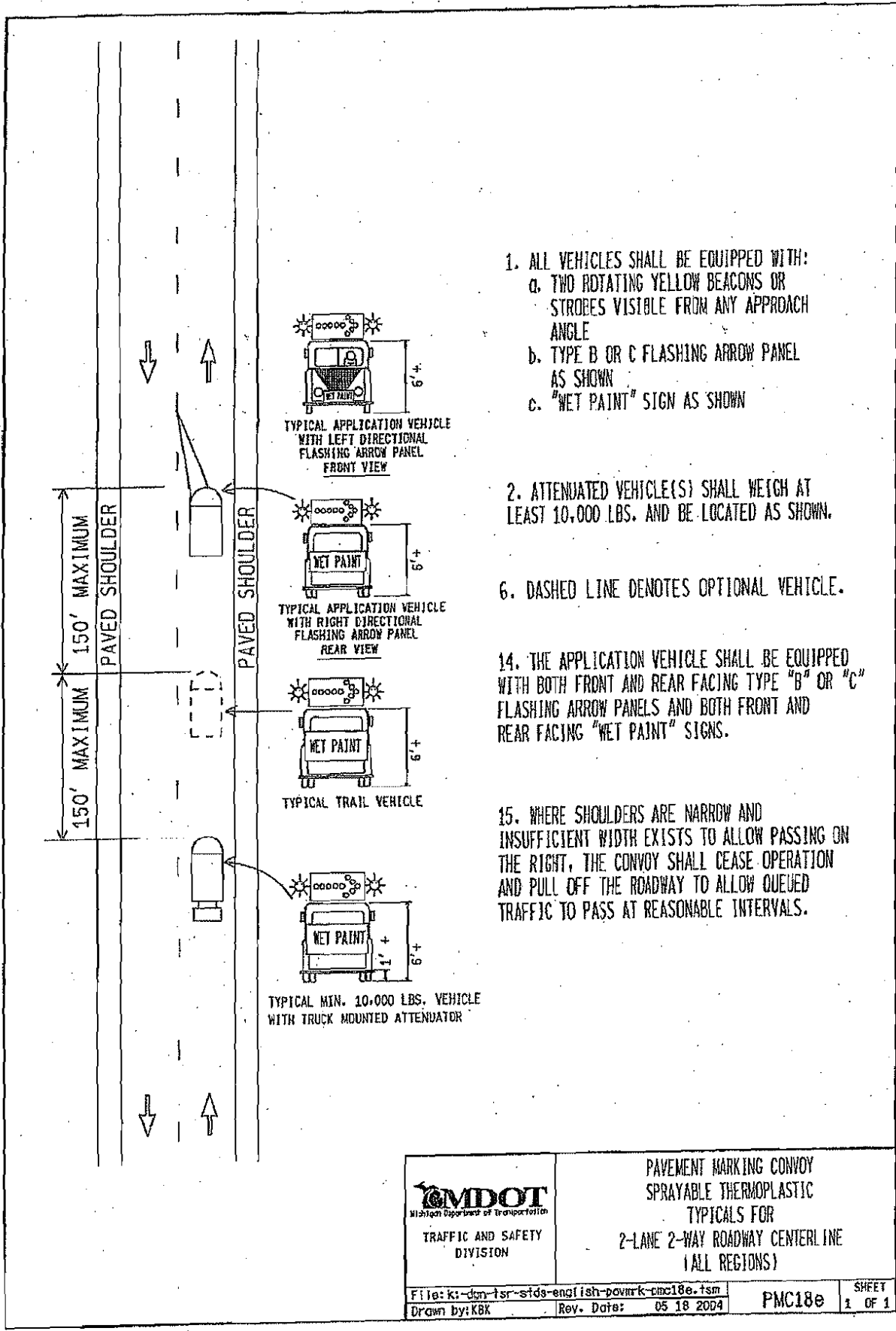
14. THE APPLICATION VEHICLE SHALL BE EQUIPPED WITH BOTH FRONT AND REAR FACING TYPE "B" OR "C" FLASHING ARROW PANELS AND BOTH FRONT AND REAR FACING "WET PAINT" SIGNS.

MDOT
Michigan Department of Transportation
TRAFFIC AND SAFETY DIVISION

PAVEMENT MARKING CONVOY
SPRAYABLE THERMOPLASTIC
TYPICALS FOR
CENTER LANE FOR LEFT TURN AND
NON-FREWAY LANE LINES (ALL REGIONS)

File: kt-dgn-1sr-sids-english-pavmk-pmc20e.tsm
Drawn by: KBK Rev. Date: 05 19 2004

PMC20e SHEET 1 OF 1



1. ALL VEHICLES SHALL BE EQUIPPED WITH:
 - a. TWO ROTATING YELLOW BEACONS OR STROBES VISIBLE FROM ANY APPROACH ANGLE
 - b. TYPE B OR C FLASHING ARROW PANEL AS SHOWN
 - c. "WET PAINT" SIGN AS SHOWN

2. ATTENUATED VEHICLE(S) SHALL WEIGH AT LEAST 10,000 LBS. AND BE LOCATED AS SHOWN.

6. DASHED LINE DENOTES OPTIONAL VEHICLE.

14. THE APPLICATION VEHICLE SHALL BE EQUIPPED WITH BOTH FRONT AND REAR FACING TYPE "B" OR "C" FLASHING ARROW PANELS AND BOTH FRONT AND REAR FACING "WET PAINT" SIGNS.

15. WHERE SHOULDERS ARE NARROW AND INSUFFICIENT WIDTH EXISTS TO ALLOW PASSING ON THE RIGHT, THE CONVOY SHALL CEASE OPERATION AND PULL OFF THE ROADWAY TO ALLOW QUEUED TRAFFIC TO PASS AT REASONABLE INTERVALS.

<p>TRAFFIC AND SAFETY DIVISION</p>	<p>PAVEMENT MARKING CONVOY SPRAYABLE THERMOPLASTIC TYPICALS FOR 2-LANE 2-WAY ROADWAY CENTERLINE (ALL REGIONS)</p>	
	<p>File: k:\dot\tsr\stds-english-pavmrk-cmc18e.tsm Drawn by: K8K</p>	<p>Rev. Date: 05 18 2004</p>



**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. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
3. 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.
4. 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.

All policies except Professional Liability insurance shall name the City of Novi, its officers, agents and employees as additional insured. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Attn: Purchasing Department, 45175 West 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.

5. 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.
6. 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.
7. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS **Indemnity**

1. The Contractor agrees to save harmless and defend the City against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the City may suffer as a result of claims, demands, costs, or judgments against it arising from, out of or in consequence of the performance of this Agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, its officers, agents or employees.
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 race, color, sex, age, or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.



CITY OF NOVI
GENERAL CONDITIONS

PREPARATION OF BID/ REQUEST FOR PROPOSALS

1. Bidders/Proposers are expected to examine specifications and all instructions. Failure to do so will be at the bidder's risk.
2. The City of Novi is not liable for any costs incurred by bidders/proposers prior to issuance of an award/contract. Each bidder/proposer shall furnish all information required in the Bid/RFP package. Any erasures or changes must be initialed by the person signing the bid/proposal form. Corrections or modifications received after the closing time specified will not be accepted.
3. The City of Novi reserves the right to amend this bid prior to the bid opening date indicated. Only written addenda will be binding. If upon review, material errors in specifications are found, contact the Purchasing Department immediately, prior to the bid opening date to allow for review and subsequent clarification on the part of the City of Novi.

SUBMISSION OF BID/REQUEST FOR PROPOSALS

1. To be considered, each firm must submit a complete response. The bid/proposal must be signed by an authorized agent of the bidding/proposing firm to bind the submitter to its provisions.
2. The requested number of copies of the bid/proposal shall be submitted in a sealed envelope and shall include the following information on the face of the envelope:

Bidder's/Proposer's Name
Address
Name of Bid/RFP

Failure to do so may result in a premature opening or failure to open such proposal. Bidders must use attached bid proposal form when included. Those which do not comply with these conditions are subject to rejection.

3. Should any prospective bidder/proposer be in doubt as to the true meaning of any portion of this bid/RFP or should the prospective bidder/proposer find any patent ambiguity, inconsistency, or omission therein, the bidder/proposer shall make a written request for an official interpretation. Such request shall be submitted to the Purchasing Manager (in writing via email) by the last day for questions as noted in the Instructions to Bidders section.
4. Such interpretation, as well as any additional information will be made only as an addendum which will be mailed or delivered to each firm recorded as having received a copy of the original bid/proposal package.

5. Bidders/Proposers are responsible for the timely receipt of their bid/RFP. Delays in the mail will not be considered. Any proposal received after the stated deadline will not be considered or opened. Faxed bids/proposals are not accepted.
6. A bid/RFP may be withdrawn by giving written notice to the Purchasing Director before the stated closing time. After the stated closing time, no bid/RFP may be withdrawn or canceled for a period of one hundred twenty (120) days after stated closing time.
7. The firm, by execution of the proposal, thereby declares that the proposal is made without collusion with any other person, firm, or corporation making any other proposal, or who otherwise would make a proposal.

DISCLOSURE

All information in the bidder's/proposer's proposal is 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 thereto.

CONSIDERATION OF PROPOSALS

1. In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder/proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the bidder/proposer states in his/her proposal what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such proposal.

2. The Purchasing Manager hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.
3. Samples for testing may be requested by the City of Novi during bid/proposal evaluation. Samples shall be free to the City. Failure to provide samples or demonstrations on a timely basis will be justification for bid/proposal rejection.
4. 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:
 - A. The chemical name and the common name of the toxic substance.
 - B. The hazards or other risks in the use of the toxic substance, including:
 - 1) The potential for fire, explosion, corrosivity, and reactivity;

- 2) 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
 - 3) The primary routes of entry and symptoms of overexposure.
- C. 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.
 - D. The emergency procedure for spills, fire, disposal, and first aid.
 - E. 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.
 - F. 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.

BID/RFP AWARD

1. Upon receipt of materials, each bid/proposal will be reviewed. Bids/proposals may be reviewed with respect to, but not limited to, the following factors:
 - A. Unit Price - In case of mistakes in extension, the unit price shall govern.
 - B. Total Price
 - C. Delivery Time
 - D. City of Novi's evaluation of vendor's ability to perform.
 - E. Vendor's past performance record
 - F. City of Novi's experience with products bid
 - G. Results of testing samples (if requested)
 - H. Specific needs and requirements of the City of Novi
 - I. References

The departmental recommendation will be placed on the agenda for action by the City Council.

2. The City of Novi reserves the right to award the bid/proposal in its entirety or to subdivide the award according to the best interests of the City of Novi.
3. After contract award, a summary of total price information for all submissions will be furnished to those vendors participating in the bid/RFP.
4. The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.

TERMS

1. All bid prices will be based on F.O.B. (City of Novi) our location.
2. It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all State and Federal taxes applying on all items and quotes contained with the proposal. All bids are tax-exempt, State of Michigan, #386032551.
3. Where applicable, a packing list shall accompany each shipment and shall include the following information:
 - A. Name and address of vendor
 - B. Name of requesting department
 - C. **Purchase Order number**
 - D. **Department Code**
 - D. Description of material shipped, including item numbers, quantity, number of packages.
4. Invoices shall be sent directly to:

THE CITY OF NOVI
ATTN: FINANCE DEPARTMENT
45175 West Ten Mile
Novi, Michigan 48375

INVOICES MUST CONTAIN THE CITY OF NOVI PURCHASE ORDER NUMBER AND THE DEPARTMENT CODE IN ORDER TO BE PROCESSED.

5. Fund Out -The City of Novi shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the City of Novi may terminate this contract upon thirty (30) days prior written notice to the contractor.
6. Non-Performance – If in the opinion of the City of Novi, the contractor fails to perform after reasonable notice, or the contractor willfully or negligently does not comply with specifications, requirements, terms and conditions of the contract, the City reserves the right to cancel the contract by means of written notification.



**CITY OF NOVI
PAVEMENT STRIPING**

PROPOSAL FORM (REVISED)

We, the undersigned as bidder, propose to furnish the City of Novi, according to the conditions and specifications attached hereto and made a part hereof, and to be done in the Spring & Fall of 2009, roadway striping for the following price:

We acknowledge the following addendums: 1
(please indicated numbers)

BASE BID

Item #	Description	Unit	Estimated Quantity	Unit Price	Total Amount
1.	Center Line Double Yellow	Miles	26.2	\$ 445	\$ 11,659
2.	Center Line 1 Solid Yellow 1 Skip Yellow	Miles	17.75	\$ 330	\$ 5,857.50
3.	Center Line Skip Yellow	Miles	5.75	\$ 115	\$ 661.25
4.	Lane Line Skip White	Miles	6.6	\$ 115	\$ 759
5.	Edge Line Solid White	Miles	33.2	\$ 225	\$ 7,470
6.	Channel Lane Solid White	Miles	2.8	\$ 225	\$ 630
7.	Lane Reduction Markings - Solid Yellow	Feet	200	\$ 5	\$ 1,000
8.	Railroad Crossing	Each	5	\$ 90	\$ 450
9.	School Markings	Each	19	\$ 55	\$ 1,045
10.	Stop Bars	Feet	3302	\$ 2.45	\$ 8,089.90
11.	Arrows	Each	223	\$ 40	\$ 8,920
12.	Onlys	Each	175	\$ 40	\$ 7,000
13.	Lane Lines	Feet	26,068	\$.05	\$ 1,303.40
14.	Cross Hatching	Feet	1,322	\$ 3.50	\$ 4,627
15.	6" Crosswalks	Feet	5475	\$.80	\$ 4,380
16.	Special Crosswalks	Feet	2719	\$ 3.50	\$ 9,516.50

Item #	Description	Unit	Estimated Quantity	Unit Price	Total Amount
17.	Continental Line Spacing	Feet	3781	\$ 3.50	\$ 13,233.50
18.	Parking Spots – Market St., Main St.	Lump Sum	1	\$ 550	\$ 550
19.	Bicycle Symbols	Each	72	\$ 65	\$ 4,680
20.	White Pedestrian Lines	Feet	6,227	\$.30	\$ 1,868.10
21.	Traffic Divisional Islands (both)	Lump Sum	1	\$ 1,000	\$ 1,000

TOTAL / Each Application \$ 94,700.15
 COMBINED TOTAL (x2) \$ 189,400.30

ALTERNATE #1 – PARKING LOTS

Item #	Description	Unit	Quantity	Unit Price	Total Amount
1.	Parking Lots – Civic Center	Lump Sum	1	\$ 1,000	\$ 1,000
2.	Parking Lots – Police Headquarters	Lump Sum	1	\$ 800	\$ 800
3.	Parking Lot - DPW Facility	Lump Sum	1	\$ 400	\$ 400
4.	Parking Lot - Inside DPW Garage	Lump Sum	1	\$ 100	\$ 100
5.	Parking Lot – Police Gun Range	Lump Sum	1	\$ 100	\$ 100
6.	Parking Lot – Fire Station #1	Lump Sum	1	\$ 300	\$ 300
7.	Parking Lot – Fire Station #2	Lump Sum	1	\$ 300	\$ 300
8.	Parking Lot – Fire Station #3	Lump Sum	1	\$ 300	\$ 300
9.	Parking Lot – Fire Station #4	Lump Sum	1	\$ 300	\$ 300
10.	Parking Lot - Ice Arena	Lump Sum	1	\$ 1,000	\$ 1,000
11.	Parking Lot - Meadowbrook Commons	Lump Sum	1	\$ 800	\$ 800
12.	Parking Lot – Lakeshore Park	Lump Sum	1	\$ 900	\$ 900
13.	Parking Lot – Rotary Park	Lump Sum	1	\$ 200	\$ 200
14.	Parking Lots – ITC Community Sports Park	Lump Sum	1	\$ 700	\$ 700
15.	Parking Lot – Ella Mae Power Park	Lump Sum	1	\$ 600	\$ 600

16.	Parks Storage Facility	Lump Sum	1	\$ 400	\$ 400
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TOTAL ALTERNATE #1 8,200⁰⁰

ALTERNATE #2 - Sprayable Thermoplastic

* Sprayable Thermoplastic

** Waterborne Paint

Item #	Description	Unit	Estimated Quantity	Unit Price	Total Amount
1.	Center Line * Double Yellow	Miles	26.2	\$ 950	\$ 24,890
2.	Center Line * 1 Solid Yellow 1 Skip Yellow	Miles	17.75	\$ 650	\$ 11,537 ⁵⁰
3.	Center Line * Skip Yellow	Miles	5.75	\$ 250	\$ 1,437 ⁵⁰
4.	Lane Line * Skip White	Miles	6.6	\$ 250	\$ 1,650
5.	Edge Line * Solid White	Miles	33.2	\$ 500	\$ 16,600
6.	Channel Lane * Solid White	Miles	2.8	\$ 500	\$ 1,400
7.	Lane Reduction * Markings - Solid Yellow	Feet	200	\$ 10	\$ 2,000
8.	Railroad Crossing **	Each	5	\$ 90	\$ 450
9.	School Markings **	Each	19	\$ 55	\$ 1,045
10.	Stop Bars **	Feet	3302	\$ 2 ⁴⁵	\$ 8,089 ⁹⁰
11.	Arrows **	Each	223	\$ 40	\$ 8,920
12.	Onlys **	Each	175	\$ 40	\$ 7,000
13.	Lane Lines *	Feet	26,068	\$.09	\$ 2,346 ¹²
14.	Cross Hatching **	Feet	1,322	\$ 3. ⁵⁰	\$ 4,627
15.	6" Crosswalks **	Feet	5475	\$.80	\$ 4,380
16.	Special Crosswalks **	Feet	2719	\$ 3. ⁵⁰	\$ 9,516 ⁵⁰
17.	Continental Line Spacing **	Feet	3781	\$ 3. ⁵⁰	\$ 13,233 ⁵⁰
18.	Parking Spots - Market St., Main St. **	Lump Sum	1	\$ 550	\$ 550
19.	Bicycle Symbols **	Each	72	\$ 65	\$ 4,680

Item #	Description	Unit	Estimated Quantity	Unit Price	Total Amount
20.	White Pedestrian Lines*	Feet	6,227	\$ <u>.50</u>	\$ <u>3,113.50</u>
21.	Traffic Divisional Islands (both)**	Lump sum	1	\$ <u>1,000</u>	\$ <u>1,000</u>

ALTERNATE #2 TOTAL/ Each Application \$ 178,466.52

ALTERNATE #3 -- Raised Pavement Marker

Item #	Description	Unit	Unit Price
1.	Install new RPM per specs	Each	\$ <u>no bid</u>
2.	Replace RPM per specs	Each	\$ <u>no bid</u>
3.	Remove RPM per specs	Each	\$ <u>no bid</u>

Additional Information/Comments/Clarifications

WE DO NOT HAVE THE ABILITY TO DO INSTALLATION
+ REPLACEMENT OF RPM'S

Bid submitted by: *Jim Valente*
Company (Legal Registration) R.S. CONTRACTING, INC.
Name (printed) JIM VALENTE
Title: TREASURER
Signature *Jim Valente* Date 3/2/09