NOVI cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item 5 May 9, 2011

SUBJECT: Approval to award a pavement marking services contract to RS Contracting, Inc. in the amount of \$188,066.80. The term of the contract is one year with three one-year renewal options.

SUBMITTING DEPARTMENT: Department of Public Services – Field Operations Division

K24



CITY MANAGER APPROVAL

EXPENDITURE REQUIRED	\$188,066.80
AMOUNT BUDGETED	\$550,000 (Major Streets) \$450,000(Local Streets)
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	202-202.00.866.000 (Major Street Fund)
	203-203.00-866.000 (Local Street Fund)

BACKGROUND INFORMATION:

The 2011-2012 striping program consists of approximately 50 centerline miles of the City's road system and 16 municipal parking lots. The contract term is one year, with roadway striping being performed in the spring and handwork performed twice a year (spring and fall). Municipal parking lot striping would be performed once per year in the spring. Upon mutual consent of the City and the successful bidder, there are three one-year contract renewal options.

Three bids were received and opened on March 29, 2011 following a public bid solicitation period. The low bidder is R.S. Contracting, Inc., and R.S. Contracting's bid is recommended as being in the best interest of the City as it is responsive (i.e., R.S. Contracting has complied with all requirements of the bidding instructions) and is the only vendor offering thermoplastic roadway marking products. A summary of the three bids is as follows:

	RS Contracting	Hart Pavement	Zebra Striping
BASE BID - WATERBORNE PAINT - 2			
APPLICATIONS PER YEAR	\$171,197.30	\$290,619.92	No Bid
ALTERNATE #1 - PARKING LOTS			
2 APPLICATIONS PER YEAR	\$5,800	\$5,370	\$5,860
ALTERNATE #2 - SPRAYABLE THERMOPLASTIC (1 APPLICATION PER YEAR)/WATERBORNE PAINT COMBINATION (2 APPLICATIONS PER			
YEAR)	\$182,266.80	No Bid	No Bid
ALTERNATE #3 - RAISED PAVEMENT			
MARKERS – ANNUAL COST BASED ON			
ACTUAL QTY DETERMINED IN FIELD	No Bid	No Bid	No Bid

The contract price of \$188,066.80 equals the Alternate #2 price of \$182,266.80 (sprayable thermoplastic longitudinal lines once per year, and waterborne symbols, letters and crosswalks twice per year), plus the alternate #1 price for one waterborne parking lot striping application in all municipal lots once annually for \$5,800.

There are several advantages to using thermoplastic markings instead of waterborne paint. Thermoplastic line marking can be applied at night (when pavement temperatures are lower), and has a shorter drying time, which helps eliminate tracking associated with some water based products. In addition, it is only necessary to apply this material once per year as opposed to waterborne paint, which must applied twice per year.

R.S. Contracting, Inc. has satisfactorily completed several government projects in the past, including pavement marking for the City of Novi in 2009-2010. Work is scheduled to begin in May 2011.

RECOMMENDED ACTION: Approval to award a pavement marking services contract to RS Contracting, Inc. in the amount of \$188,066.80. The term of the contract is one year with three one-year renewal options.

	,1 1	2	Y	: N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Fischer				
Council Member Margolis				

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

CITY OF NOVI PAVEMENT STRIPING BID TAB

	RS Contracting	Hart Pavement	Zebra Striping
WATERBORNE PAINT APPLICATION (TO BE DONE TWICE PER YEAR)			
PART A- LONGITUDINAL LINES	31,765.25	101,990.96	No Bid
PART B - SYMBOLS, LETTERS, CROSSWALKS	53,833.40	43,319.00	No Bid
TOTAL WATERBORNE PAINT, EACH APPLICATION	85,598.65	145,309.96	No Bid
TOTAL ANNUAL- WATERBORNE PAINT	171,197.30	290,619.92	No Bid

WATERBORNE PAINT & SPRAYABLE THERMOPLASTIC COMBINATION			
ALTERNATE #2 - SPRAYABLE THERMOPLASTIC - LONGITUDINAL LINES			
(ONCE PER YEAR)	74,600.00	No Bid	No Bid
PART B - SYMBOLS, LETTERS, CROSSWALKS (TWICE PER YEAR)	107,666.80	_	
TOTAL ANNUAL-WATERBORNE PAINT/SPRAYABLE THERMOPLASTIC	182,266.80		

ALTERNATE #1 - PARKING LOTS	5,800	5,370	5,860
ALTERNATE #3 - RAISED PAVEMENT MARKERS	No Bid	No Bid	No Bid

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."

<u>Work.</u> 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.

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

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

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

<u>Payment.</u> The City agrees to pay the Contractor the sum of \$188,066.80, payment to be made after satisfactory completion of the work and within thirty (30) days of receiving a final bill or invoice for the work from the Contractor, accompanied by a sworn statement and full unconditional waivers of lien, confirming that all subcontractors and any material suppliers have been paid in full.

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

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

<u>Inspections</u>, <u>Notices and Remedies Regarding Work</u>. 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.

<u>Demolition Disposal Requirements</u>. 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.

<u>Compliance with Laws</u>. 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.

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

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

<u>Notices</u>. 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:

<u>City</u>: Matt Wiktorowski, Field Operations Senior Manager, and Maryanne Cornelius, City Clerk

<u>Contractor</u>: Jim Valente, R.S. Contracting Inc, 9276 Marine City Hwy., Casco, MI 48064.

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

<u>Contract Termination</u>. The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancelation shall be

clearly stated in the written notice. In the event of termination Contractor shall be paid as compensation in full for services performed to that date an amount calculated for that particular project. Such amount shall be paid by the City upon Contractor delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been prepared and/or accumulated by Contractor in performing the services up to the date of termination.

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

WITNESS AND DATES OF SIGNATURES:	CITY OF NOVI
of Signationes.	
	By: David B. Landry Its: Mayor
Date:	
	By: Maryanne Cornelius Its: Clerk
Date:	
	CONTRACTOR
	CONTRACTOR
	By: R.S. Contracting, Inc., Jim Valente Its: Treasurer
Date:	

EXHIBIT A WORK SPECIFICATIONS



CITY OFNOVI

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 Services, 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 and Fall.

If Alternate #2 (Sprayable Thermoplastic) is awarded, we anticipate that the Sprayable Thermoplastic will be applied on the longitudinal lines once per year in the spring, and the waterborne paint items would be applied in the spring and the fall.

The City reserves the right to determine what areas need to be painted for either application and makes no guarantee that all the areas listed will be painted during the time frame specified above.

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. Onlys 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-feet 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 3B-16.

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 Services 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 Services. The Scheduling of the work shall be made through the Department of Public Services, and no work shall begin until the approval of the DPS 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 PAVEMENT MARKING

A. COLORS: W

White and Yellow

B. GENERAL:

Spec Book Information

http://mdotwas1.mdot.state.mi.us/public/specbook/

Permanent Pavement Markings are covered in Sections 811 and 920.

Qualified Products List

http://www.michigan.gov/documents/MDOT-Material Source Guide Qualified Products 84764 7.pdf 811.03D1 is Waterborne and 811.03D6 is Sprayable Thermoplastic.

Pavement Marking Plans and Special Details

http://mdotwas1.mdot.state.mi.us/public/tands/plans.cfm

Special Provisions

http://mdotwas1.mdot.state.mi.us/public/dessssp/

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 on file with 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

2011 PAVEMENT STRIPING ESTIMATES

The City of Novi proposes the following estimate quantities:

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Double Yellow	26.4 Miles
1 Solid Yellow / 1 Skip Yellow	19.1 Miles
Skip Yellow	5.75 Miles

Lane Line

Skip White 6.6 Miles

Edge Line

Solid White 33.2 Miles

Channel Lines

Solid White 2.9 Miles

Lane Reduction Lines

Solid Yellow 200 Feet

<u>Other</u>

Railroad Grade Crossing Markers	5 Each
School Markings	19 Each

Intersection Markings

Stop Bars	3,211 Feet
Lane Lines	26,068 Feet
Arrow (right, left and/or thru and/or combinations)	112
Onlys	147
Cross Hatching	1,322 Feet
6" Crosswalks (Standard, or longitudinal)	5,475 Feet
Special Crosswalks	1,583 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)

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.

<u>Special Crosswalks</u>	<u>Feet</u>
Nine Mile at Galway Dr. (School)	94
Havergale at Nine Mile Rd.	94
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 Hickory Woods Elementary (School)	120
Town Center south of Crescent (Health Club)	68
Willowbrook at Guilford (School)	<u>212</u>
Total	1,583

Parking Spots:

Main St.

Bicycle Symbols:

East Lake Drive South Lake Drive

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 Field Services Complex Internal Parking External Parking

Police Gun Range

Fire Station 1

Fire Station 2 Fire Station 3

Fire Station 4

Novi Ice Arena

Meadowbrook Commons

Lakeshore Park

Rotary Park

ITC Community Sports Park, all lots

Ella Mae Power Park

CEMS Building

45125 W. Ten Mile Rd, Novi, MI 48375 26300 Delwal, Novi, MI 48375

26350 Delwal, Novi, MI 48375
42975 Grand River, Novi, MI 48375
1919 Paramount, Novi, MI 48377
42785 Nine Mile Rd., Novi, MI 48375
49375 Ten Mile Rd., Novi, MI 48374
42400 Arena Dr., Novi, MI 48375
25075 Meadowbrook Rd., Novi, MI 48375
601 South Lake Dr., Novi, MI 48377
22220 Roethel Dr., Novi, MI 48375
51000 Eight Mile Rd., Northville, MI 48167
Ten Mile Rd behind Civic Center
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 quarantee 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 <u>not</u> 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.



CITY OF NOVI

ALTERNATE #3 Raised Pavement Marker (RPM)

Overview

RPM to be installed, replaced, or removed only upon request of authorized City representative. If awarded, the City makes no guarantee regarding quantity of work to be requested during contract period.

RPM Installation

All costs associated with corrective action described in this subsection, including removal and replacement or RPMs due to incorrect placement or installation will be borne by the contractor.

Place RPMs so the reflective face is perpendicular to the longitudinal joints of the roadway. On multi-lane roadways, offset the marker 4 to 6 inches left of the longitudinal joint. If the longitudinal joints do not approximate 12-foot lane widths, the engineer will review and approve the offset locations before installation. Do not place RPMs on longitudinal or transverse pavement joints or over cracks in the pavement surface. Castings installed in longitudinal or transverse joints or cracks and those installed within the minimum offset distances must be removed and replaced.

Omit RPMs from bridge decks. However, maintain the spacing of the RPM cycle across the bridge to adapt to future RPM placement on bridge decks. Do not remove castings installed on the bridge decks in error. The engineer will not measure these castings for payment.

RPMs will be placed at the spacing and locations to be shown on the pavement marking typical plans which will be provided if this alternate is awarded.. Follow the RPM manufacture's installation recommendations including those for dimensional tolerances and epoxy adhesive. Attach the reflector to the casting either before or after placing the casting in the road. If the latter option is selected, cure the epoxy adhesive before installing the reflector on the castings.

Cut a slot in the pavement to the proper dimensions and depth. Make the entire cut in a single plunge of the cutting apparatus. Make the cut with specified side-to-side clearance and match the bottom contour of the marker casting. Ensure that the saw cut area is dry and free of dust, dirt or all materials that will adversely affect the bond of adhesive.

Remove scale, dirt, rust, oil, grease, and all other contaminates from the casting keel and web that reduce the bond of the epoxy adhesive. Set the casting so that it extends above the finished pavement surface.

Install RPMs within the recommended temperature range for the epoxy adhesive. However, do not place the RPMs when the pavement surface temperature and the ambient air temperature are less than 50 degrees Fahrenheit. Install RPMs on dry pavement.

Mix the casting epoxy adhesive according to the manufacture's recommendations. Mix the epoxy and place the markers rapidly. Discard all mixed epoxy that cannot be readily extruded from under the RPM with light pressure.

Fill the clean slots with epoxy adhesive. Place sufficient epoxy in the slots (generally to within 3/8 inch of the road surface) to assure that all voids beneath and around the casting are filled.

Place the RPM by hand into the epoxy-filled slot. Place the keels the casting into the slots so that the deflecting tips of the casting are below the surface and that all four lugs on the keels are in direct contact with the pavement. Do not allow the epoxy to flow onto the reflective face or the surface in front of it. Castings with epoxy on the web or lens; or castings that do not have all four lugs in contact with the pavement surface, must be removed and replaced.

Do not permit traffic on the RPMs until the adhesive has properly cured. The engineer may extend the following minimum periods of protection from traffic to allow proper adhesive curing.

	Min.Time
	Protected
Ambient Air	from Traffic,
Temperature, F	minutes
100	15
90	20
80	25
70	30
60	35
50	45

RPM Lens Replacement

Remove the old reflector and install new reflector according to the manufacture's procedures and this section. Clean-up and dispose of all debris from this operation.

Pry out the old reflector. Remove the original adhesive or butyl material from the reflector pocket in the RPM casting. Sandblast or wire brush (electric or pneumatic) all remaining adhesives, butyl material, dirt or rust from the reflector pocket. Clean and dry the reflector pocket before applying adhesive.

RPM Removal

Remove RPMs with approved equipment. Do not disturb pavement more than 3 inches below the surface nor more than 3 inches out from the perimeter of the marker casting during removal. The engineer will stop the marker removal if damage to the pavement is exceeding these limits.



CITY OF NOVI

PAVEMENT MARKING

VENDOR QUESTIONNAIRE

Firm Name R.S. CONTRACTING INC.
Address 9276 MACINE City Hwy
City CASCO Tap. State mi. zip 48064
City <u>CASCO</u> 7wp. State <u>Mi.</u> Zip 48064 Telephone <u>S86-716-1503</u> Fax <u>S86-716-1603</u>
Authorized agent's name
Authorized agent's title TREASULEY
Authorized agent's email address
Web address
1. Firm EstablishedYears in Business:
2. Type of Organization: (Circle One) a. Individual b. Partnership c. Corporation d. Joint Venture e. Other
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?
a. No <u>V</u> Yes Reason:
4. Under what other or former names has your organization operated?
NONE
5. How many full time employees? Part time?
6. Are you able to provide insurance coverage as required by this RFP?
 Provide information relative to the experience your company has had working with municipalities. Please provide the names and contact names & numbers of municipalities where service was provided.
FARMINGTON HILLS, DAVIN COLLINS 248 871-2867
South field
SOUTHFIELD ROCHESTER HILLS, MARK MALICH 248 841-2494 LIVONIA, SLENYL WALLMAN 734-466-2677
LIVONIA, SLECYL WALLMAN 734-466-267)
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Comp	any name
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Phone	
organization	ts: Does your firm have any litigation pending or outstanding against you n or its officers? If yes, please provide details. Yes
THE FOREGOING	QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:
Signature of Aytı	horized Agent:
Date	5/11

References for

R.S. CONTRACTING, INC

WESTLAND

KEVIN BUFORD 37137 MARQUETTE WESTLAND, MI 48185 (734)467-3242

SOUTHFIELD

TRAFFIC ENGINEER DAVID WAWRZYNIAK 26000 EVERGREEN RD SOUTHFIELD, MI 48076 (248) 796-4833

LIVONIA

TRAFFIC ENGINEER SHERYL WALLMAN 33000 LIVONIA LIVONIA, MI 48154 (734) 466-2677

OAKLAND CO.

CHUCK KELLER 2420 PONTIAC LAKE RD WATERFORD, MI 48328 (810) 985-5011

MDOT

CHUCK BERGMAN 2127 11TH AVENUE PORT HURON, MI 48060 (810) 985-5011



EQUIPMENT LIST

205 2000 GMC T-8500 SPRAY THERMO

206 2008 GMC T-8500 SPRAY THERMO

218A 1996 WABASH NATIONAL TRAILER

219 1990 INTERNATIONAL TRACTOR

219A 1997 TRANSCRAFT TRAILER

220 1995 INTERNATIONAL TRACTOR

242 2008 FORD STAKE

243 2008 FORD STAKE



CITY OF NOVI PAVEMENT STRIPING

PROPOSAL

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 according to the specification, roadway striping for the following price:

BASE BID - PART A (WATERBORNE PAINT - LONGITUDINAL LINES)

ltem #	Description	Unit	Estimated Quantity	Unit Price	Total Amount
1.	Center Line Double Yellow	Miles	26.4	\$ 445	\$ 11,748
2.	Center Line 1 Solid Yellow 1 Skip Yellow	Miles	19.1	\$ 330	\$ 6,303
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	\$ 775	\$ 7,470
6.	Channel Lane Solid White	Miles	2.9	\$ 225	\$ 652,50
7.	Lane Reduction Markings – Solid Yellow	Feet	200	\$ 5	\$ /,000
8.	Lane Lines	Feet	26,068	\$.05	\$ 1,303 40
9.	Continental Line Spacing	Feet	3,781	\$ 3.50	\$ /3,23350
10.	White Pedestrian Lines	Feet	6,227	\$.30	\$ 1,868.10
11.	Traffic Divisional Islands (both)	Lump Sum	1	\$ 1,000	\$ 1,000
				TOTAL PART A	\$ 45,998 25

BASE BID - PART B (WATERBORNE PAINT- SYMBOLS, ALPHABETS, & SPECIAL CROSSWALKS)

Item #	Description	Unit	Estimated Quantity	Unit Price	Total Amount
12.	Railroad Crossing	Each	5	\$ 90	\$ 450
13.	School Markings	Each	19	\$ 35	\$ 1,045
14.	Stop Bars	Feet	3,252	\$ 2.45	\$ 7,967 40
15.	Arrows	Each	112	\$ 40	\$ 4,480
16.	Onlys	Each	147	\$ 40	\$ 5,880
17.	Cross Hatching	Feet	1,322	\$ 3.50	\$ 4,627
18.	6" Crosswalks	Feet	5,475	\$ - 80	\$ 4,380
19.	Special Crosswalks	Feet	1,583	\$ 3.50	\$ 5,540 50
20.	Parking Spots – Market St., Main St.	Lump Sum	1	\$ 550	\$ 350
21.	Bicycle Symbols	Each	72	\$ 65	\$ 4,680
				TOTAL PART B	39,599 90

ALTERNATE #1 - PARKING LOTS

Item #	Description	Unit	Quantity	Unit Pric	ce	Tota	I Amount
1.	Parking Lots – Civic Center	Lump Sum	1	\$ 6	800	\$	800
2.	Parking Lots – Police Headquarters	Lump Sum	1	\$ 6	ζσά	\$	600
3,	Parking Lot - Field Services Complex (External)	Lump Sum	1	\$	300	\$	300
4.	Parking Lot - Field Services Complex (Internal)	Lump Sum	1	\$ /	00	\$	100
5.	Parking Lot – Police Gun Range	Lump Sum	1	\$	100	\$	100
6.	Parking Lot – Fire Station #1	Lump Sum	1	\$ 6	200	\$	200
7.	Parking Lot – Fire Station #2	Lump Sum	1	\$	200	\$	200

8.	Parking Lot – Fire Station #3	Lump Sum	1	\$ 200	\$ 200
9.	Parking Lot – Fire Station #4	Lump Sum	1	\$ 200	\$ 201
10.	Parking Lot - lce Arena	Lump Sum	1	\$ 700	\$ 700
11.	Parking Lot - Meadowbrook Commons	Lump Sum	1	\$ 200_	\$ 500
12.	Parking Lot — Lakeshore Park	Lump Sum	1	\$ 500	\$ 500
13.	Parking Lot – Rotary Park	Lump Sum	1	\$ 200	\$ 200
14.	Parking Lots – ITC Community Sports Park	Lump Sum	1	\$ 500	\$ 500
15.	Parking Lot – Ella Mae Power Park	Lump \$um	1	\$ 400	\$ 400
16.	CEMS Building	Lump Sum	1	\$ 300	\$ _300
				TOTAL ALTERNATE #1	5,800

ALTERNATE #2 - SPRAYABLE THERMOPLASTIC (LONGITUDINAL LINES)

item #	Description	Unit	Estimated Quantity	Unit Price	Total Amount
1.	Center Line Double Yellow	Miles	26.4	\$ /,/00	\$ 28,870
2.	Center Line 1 Solid Yellow 1 Skip Yellow	Miles	19.1	\$ 800	\$ 14,200
3.	Center Line Skip Yellow	Miles	5.75	\$ 300	\$ 1,725
4.	Lane Line Skip White	Miles	6.6	\$ 300	\$ 1,980
5.	Edge Line Solid White	Miles	33.2	\$ 600	\$ 19,920
6.	Channel Lane Solid White	Miles	2.9	\$ 600	\$ 1,680
7.	Lane Reduction Markings – Solid Yellow	Feet	200	\$ 12	\$ 2,400
8.	Lane Lines	Feet	26,068	\$.12	\$ 3,128 16
9.	Continental Line Spacing	Feet	3781	\$ 3.50	\$ 747.24 WATERSON

10.	White Pedestrian Lines	Feet	6,227	\$.12	\$ 747.24
11.	Traffic Divisional Islands (both)	Lump Sum	_ 1	\$	1,000	\$ 1,000
				TO1	AL ERNATE #2	\$ 88,833 90

WARLBOWE

ALTERNATE #3 - RAISED PAVEMENT MARKERS

Item #	Description	Unit	Unit Price
1.	Install new RPM per specs	Each	\$ NO Bid
2.	Replace RPM per specs	Each	\$ NO Bid
3,	Remove RPM per specs	Each	\$ NO Bid

We acknowledge the following addendums: _	(please indicate numbers)				
We have attached a letter from our bor able to obtain a performance bond with bonds included with the bid documents.	the specific language & format of the				
Bid submitted by: Company (Legal Registration) <u>R.S. Lo</u>	STRACTING, TNC.				
Address 9276 SMACHE City	Hwy				
City CASCO TWP. st.	ate <u>mi.</u> zip <u>48064</u>				
Telephone 586 7/6-1503 Fax	586 716-1603				
Representative's Name (please print)	~ VALENTE_				
Representative's Title TREASUREL					
Representative's Signature	65				
E-mail JVALENTE e RS CONTRA					
Date 3/2///	_				



CITY OF NOVI INSURANCE REQUIREMENTS ATTACHMENT A

- 1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of \$100,000 (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than \$1,000,000 (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of \$1,000,000 (One Million Dollars) each person and \$1,000,000 (One Million Dollars) each occurrence and minimum property damage limits of \$1,000,000 (One Million Dollars) each occurrence.
- 2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City.
- 3. The City of Novi shall be named as additional insured with respect to General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, 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.
- 4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
- 5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

- 6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
- 7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
- 8. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS Indemnity/Hold Harmless

- 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.

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 +1/4 inch. Apply solid lines with no gaps or spaces.

Edge lines and gore markings must be solid lines.

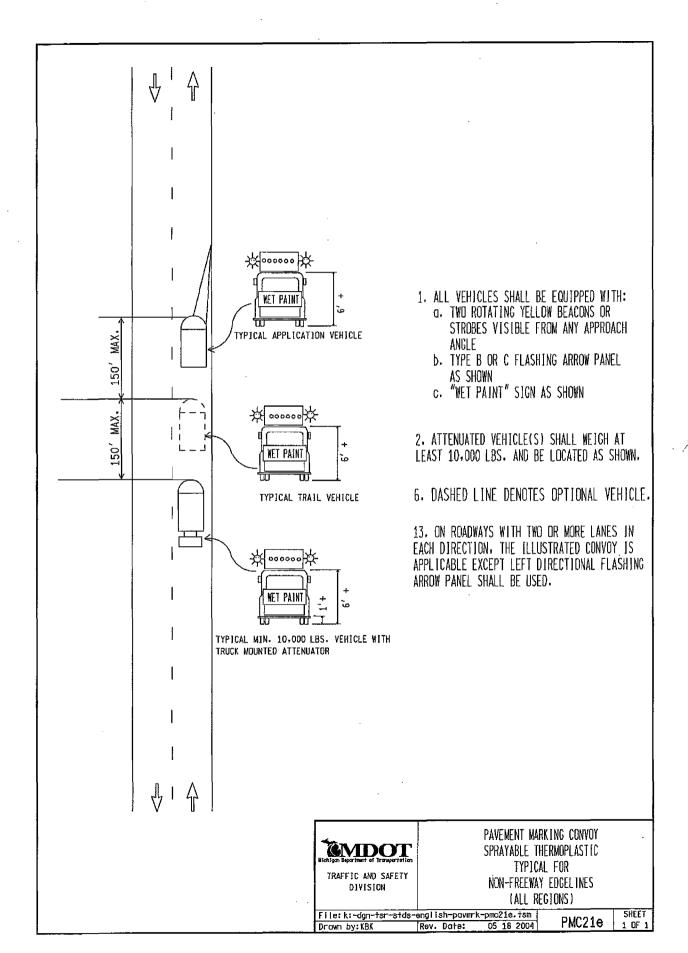
Retrace existing pavement markings with lines of equal length. For existing 6-inch or 12-inch wide lines (nominal), retrace to +1/4 inch. Maximum total line width, existing and retraced, is 7 inches and 13 inches, respectively.

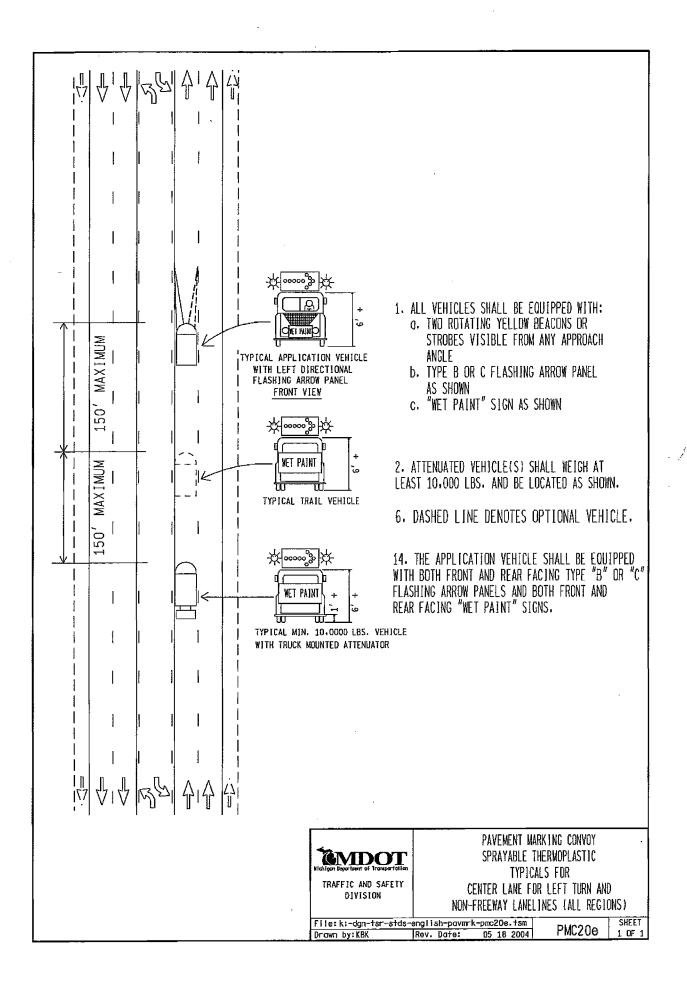
Apply pavement marking material uniformly at the rates shown in Table 1.

Table 1: Pavement Marking Material Application Rates per Mile

	Waterborne		Thermoplastic		Sprayable Thermoplastic		Ероху		Regular Dry	
Line Type	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.





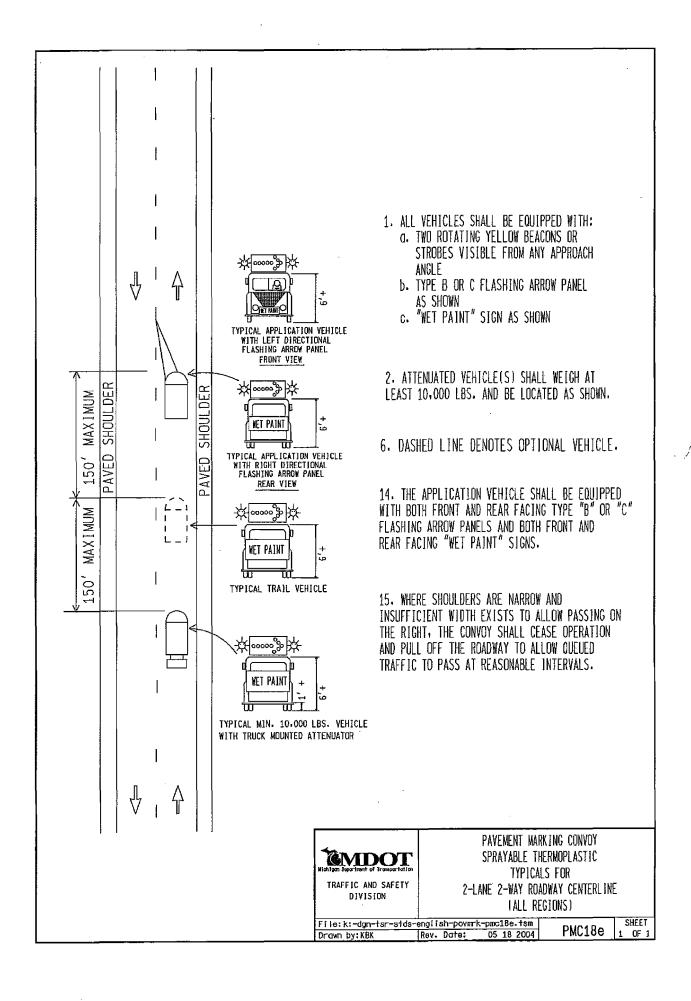




Figure 3B-16. Examples of Crosswalk Markings

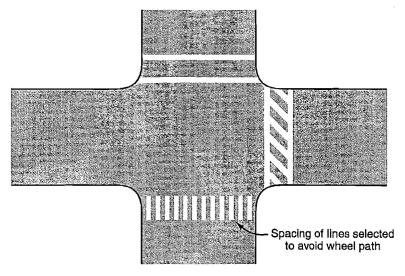
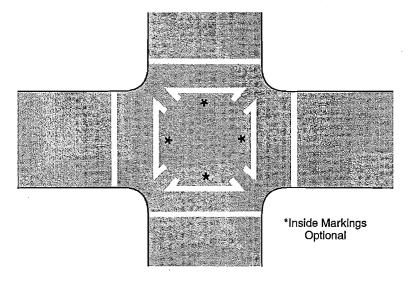


Figure 3B-17. Example of Crosswalk Markings for Exclusive Pedestrian
Phase That Permits Diagonal Crossing





CITY OF NOVI

PAVEMENT STRIPING

ADDENDUM #1

INTENT: This addendum has been issued to modify and/or interpret the original specifications for the bid/RFP named above. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

RESPONSE: The Contractor shall verify receipt of this Addendum in the Bid Proposal Form.

CONTENTS: Included in this Addendum is one (1) page of written addenda description.

QUESTIONS:

- Do we have to bid on everything?
 Answer: No. We expect that Base Bid A (or Alternate #2) and Base Bid B would be awarded to the same contractor. Alternate 1 & 3 may be awarded to different contractors.
- 2. Do we need to provide a Performance Bond if we only bid on Alternate #1-Parking Lots?

Answer: Yes. Please be sure to include the letter from your bonding company that indicates they will provide you a bond with our required language.

Sue Morianti Purchasing Manager

Notice dated: March 21, 2011