



CITY OF NOVI CITY COUNCIL
APRIL 3, 2023

SUBJECT: Consideration of approval to award a unit price pavement marking services contract to P.K. Contracting LLC., the sole bidder, in the estimated annual amount of \$325,750. The contract term is one year with three one-year renewal options.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division

EXPENDITURE REQUIRED	<p>\$ 280,600 (202-449.20-866.030 Routine Maintenance – Pavement Striping)</p> <p>\$ 30,000 (203-449.30-866.030 Routine Maintenance – Pavement Striping)</p> <p>\$ 8,650 (101-441.20-931.208 Parking Lot Maintenance/Parks)</p> <p>\$ 1,250 (101-441.20-931.265 Parking Lot Maintenance/Civic Center)</p> <p>\$ 1,250 (101-441.20-931.301 Parking Lot Maintenance/ Police)</p> <p>\$ 3,500 (101-441.20-931.337 Parking Lot Maintenance/ Fire)</p> <p><u>\$ 500 (101-441.20-931.442 Parking Lot Maintenance / DPW)</u></p> <p>\$ 325,750 Estimated Annual Total</p>
AMOUNT BUDGETED	<p>\$ 280,600 (202-449.20-866.030 Routine Maintenance – Pavement Striping)</p> <p>\$ 30,000 (203-449.30-866.030 Routine Maintenance – Pavement Striping)</p> <p>\$ 15,000 (101-441.20-931.208 Parking Lot Maintenance/Parks)</p> <p>\$ 3,375 (101-441.20-931.265 Parking Lot Maintenance/Civic Center)</p> <p>\$ 13,250 (101-441.20-931.301 Parking Lot Maintenance/ Police)</p> <p>\$ 27,530 (101-441.20-931.337 Parking Lot Maintenance/ Fire)</p> <p><u>\$ 5,500 (101-441.20-931.442 Parking Lot Maintenance / DPW)</u></p> <p>\$ 375,255 Budget Total</p>
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	<p>202-449.20-866.030 Routine Maintenance – Pavement Striping</p> <p>203-449.30-866.030 Routine Maintenance – Pavement Striping</p> <p>101-441.20-931.208 Parking Lot Maintenance/Parks</p> <p>101-441.20-931.265 Parking Lot Maintenance/Civic Center</p> <p>101-441.20-931.301 Parking Lot Maintenance/ Police</p> <p>101-441.20-931.337 Parking Lot Maintenance/ Fire</p> <p>101-441.20-931.442 Parking Lot Maintenance / DPW</p>

BACKGROUND INFORMATION:

The City's annual pavement marking program consists of approximately 50 centerline miles of the City's road system and 19 municipal parking lots. The contract term is one year with roadway striping and handwork (i.e., arrows, lettering and hatching) performed in the spring. Municipal parking lot striping will be performed once per year or as needed.

The City received and opened one bid on February 23, 2023 following a public solicitation period. The only bidder is P.K. Contracting LLC. P.K. Contracting's bid is recommended as being in the best interest of the City as it is responsive (i.e., P.K. has complied with all requirements of the bidding instructions).

Upon mutual consent of the City and the contractor, there are three one-year contract renewal options available. Work is anticipated to begin in May.

RECOMENDED ACTION: Approval to award a unit price pavement marking services contract to P.K. Contracting LLC., the sole bidder, in the estimated annual amount of \$325,750. The contract term is one year with three one-year renewal options.

CITY OF NOVI
PAVEMENT STRIPING BID TABULATION
February 23, 2023 2:00 P.M.

Item		Unit	Qty	PK Contracting (Unit cost)	PK Contracting Total
BASE BID					
PART A - LONGITUDINAL LINES (SPRAYABLE THERMOPLASTIC)					
1	4" Center Line - double yellow	LF	158,400	0.38	\$ 60,192.00
2	4" Center Line - 1 solid yellow, 1 skip yellow	LF	132,000	0.34	\$ 44,880.00
3	4" Center Line - skip yellow	LF	21,120	0.20	\$ 4,224.00
4	4" Lane Line - skip white	LF	26,400	0.20	\$ 5,280.00
5	4" Edge Line - solid white	LF	142,560	0.27	\$ 38,491.20
6	4" Channel Line - solid white	LF	36,960	0.27	\$ 9,979.20
7	4" Lane Reduction Markings - Solid yellow	Feet	500	0.27	\$ 135.00
	TOTAL PART A				\$ 163,181.40
PART B - SYMBOLS, ALPHABETS, SPECIAL CROSSWALKS					
1	Railroad crossing	Each	3	225.00	\$ 675.00
2	School Markings	Each	20	120.00	\$ 2,400.00
3	24" Stop Bars	Feet	7,000	6.00	\$ 42,000.00
4	Arrows	Each	325	70.00	\$ 22,750.00
5	Onlys	Each	275	70.00	\$ 19,250.00
6	Bicycle Symbols	Each	80	70.00	\$ 5,600.00
7	Cross Hatching	LF	4,500	1.35	\$ 6,075.00
8	6" Crosswalks	LF	6,000	1.35	\$ 8,100.00
9	24" Continental Crosswalks	LF	2,500	6.00	\$ 15,000.00
10	Parking Spots - Market St., Main St.	Lump Sum	1	2,000.00	\$ 2,000.00
11	Parking Spots - Brownstone Dr	Lump Sum	1	2,000.00	\$ 2,000.00
12	Parking Spots - Bond St	Lump Sum	1	2,000.00	\$ 2,000.00
13	6" Traffic Division Island	LF	800	1.35	\$ 1,080.00
14	24" Traffic Division Island	LF	400	6.00	\$ 2,400.00
	TOTAL PART B				\$ 131,330.00

CITY OF NOVI
PAVEMENT STRIPING BID TABULATION
February 23, 2023 2:00 P.M.

Item		Unit	Qty	PK Contracting (Unit cost)	PK Contracting Total
ALTERNATE #1 - PARKING LOTS					
1	Civic Center	Lump Sum			\$ 1,250.00
2	Police HQ - East & West lots	Lump Sum			\$ 750.00
3	Field Services Complex - Interior & External	Lump Sum			\$ 1,250.00
4	Police Gun Range	Lump Sum			\$ 500.00
5	Fire Station #1	Lump Sum			\$ 500.00
6	Fire Station #2	Lump Sum			\$ 500.00
7	Fire Station #3	Lump Sum			\$ 500.00
8	Fire Station #4	Lump Sum			\$ 500.00
9	Fire Station #5	Lump Sum			\$ 500.00
10	Novi Dog Park	Lump Sum			\$ 750.00
11	Lakeshore Park	Lump Sum			\$ 750.00
12	Rotary Park	Lump Sum			\$ 950.00
13	ITC Community Sports Park	Lump Sum			\$ 750.00
14	Ella Mae Power Park	Lump Sum			\$ 750.00
15	Pavilion Shore Park East & West lots	Lump Sum			\$ 750.00
16	Wildlife Woods Park	Lump Sum			\$ 950.00
17	Bosco Fields	Lump Sum			\$ 750.00
18	Villa Barr Art Park	Lump Sum			\$ 750.00
19	Novi Water Tower Park & RC Raceway	Lump Sum			\$ 1,500.00
	TOTAL ALT #1				\$ 14,900.00



CITY OF NOVI
PAVEMENT STRIPING CONTRACT
VENDOR QUESTIONNAIRE

Firm Name P.K. CONTRACTING, LLC
Address 1905 BARRETT DR
City TROY State MI Zip 48004
Telephone 248.362.2130 Fax 248.362.4469
Authorized agent's name Nicholas C. Sheu, NICHOLAS C. SHEA
Authorized agent's title VICE PRESIDENT
Authorized agent's email address nick@pkcontracting.com
Web address www.pkcontracting.com

1. Year Firm Was Established: 1980 Years in Business: 43
2. Type of Organization: (Circle One)
a. Individual b. Partnership c. Corporation d. Joint-Venture Other
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?
a. No Yes _____ Reason: _____
4. Under what other or former names has your organization operated?

5. How many full-time employees? 100 Part-time? 200
6. Are you able to provide insurance coverage as required by this ITB? YES
7. Provide information relative to the experience your company has had working with municipalities. Please provide the names and contact names and phone numbers of municipalities where service was provided.
P.K. IS MICHIGAN'S LEADER IN THE PAVEMENT MARKING
INDUSTRY.
. OAKLAND COUNTY - BRANDON RANK - 248 535 0452
. ANN ARBOR - ADAM AJAM - 734 353 5656
. FENTON - DAN DRISDON - 810 629 2261

8. Provide information relative to the experience and financial capability of your company to carry out the terms of this contract.

- SEE ATTACHED MDOT PRE-QUAL.

9. Identify those in your firm who would be responsible, including on-site supervision for this service. Include educational background and experience of principals and those who will be working on the project.

· ANDITUCKER - FOREMAN - 30 YEARS EXPERIENCE

· DAVE AIKIN - FOREMAN - 25 YEARS EXPERIENCE

· DAN DEVINE - FOREMAN - 20 YEARS EXPERIENCE

10. How many clients does your company currently serve with the types of services this ITB is requesting? Provide a list.

· P.K. CONTRACTING WORKS ON OVER 1,300 PAVEMENT MARKING PROJECTS EVERY YEAR ALL ACROSS THE STATE OF MICHIGAN.

11. Provide a list of equipment that will be on-site and available for use by the crew performing striping services. Attach separate sheet if necessary.

- SEE ATTACHED

12. Please provide a list of client references (minimum of 3). Include name, address, phone number, and contact person.

1. Company name OAKLAND COUNTY
Address 31001 LAWLER RD
City, State Zip BEVERLY HILLS, MI, 48025
Contact name BRANDON RANK Phone 248 535 2196
Type of service provided COUNTY WIDE PAVEMENT MARKING
How many years have you provided this service to this firm? 20+

2. Company name ANN ARBOR
Address P.O. Box 8047
City, State Zip ANN ARBOR, MI 48107
Contact name ADAM ADAM Phone 734 323 5656
Type of service provided CITY WIDE PAVEMENT MARKING
How many years have you provided this service to this firm? 15+

3. Company name MDOT - GRAND REGION
Address 2660 LEONARD, NE
City, State Zip GRAND RAPIDS, MI 49525
Contact name ADAM VANDERBEEK Phone 616 299 8108
Type of service provided REGION WIDE PAVEMENT MARKING
How many years have you provided this service to this firm? 30+

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

No Yes

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Agent: Nicholas C. [Signature]

Date 2-16-23



CITY OF NOVI
PAVEMENT STRIPING
BID FORM

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, roadway striping for the following price:

BASE BID – PART A - LONGITUDINAL LINES (SPRAYABLE THERMOPLASTIC)

Item #	Description	Unit	Estimated Quantity	Unit Price	Total Amount
1.	4" Center Line Double Yellow	Linear Feet	158,400	\$ 0.38	\$ 60,192.00
2.	4" Center Line 1 Solid Yellow 1 Skip Yellow	Linear Feet	132,000	\$0.34	\$ 44,880.00
3.	4" Center Line Skip Yellow	Linear Feet	21,120	\$0.20	\$ 4,224.00
4.	4" Lane Line Skip White	Linear Feet	26,400	\$ 0.20	\$ 5,280.00
5.	4" Edge Line Solid White	Linear Feet	142,560	\$ 0.27	\$ 38,491.20
6.	4" Channel Lane Solid White	Linear Feet	36,960	\$ 0.27	\$ 9,979.20
7.	4" Lane Reduction Markings – Solid Yellow	Linear Feet	500	\$ 0.27	\$ 135.00
				TOTAL PART A	\$ 163,181.40

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

Item #	Description	Unit	Estimated Quantity	Unit Price	Total Amount
1.	Railroad Crossing	Unit	3	\$ 225.00	\$ 675.00
2.	School Markings	Unit	20	\$ 120.00	\$ 2,400.00
3.	24" Stop Bars	Feet	7,000	\$ 6.00	\$ 42,000.00
4.	Arrows	Unit	325	\$ 70.00	\$ 22,750.00

5.	Only's	Unit	275	\$ 70.00	\$ 19,250.00
6.	Bicycle Symbols	Unit	80	\$ 70.00	\$ 5,600.00
7.	Cross Hatching	Linear Feet	4,500	\$ 1.35	\$ 6,075.00
8.	6" Crosswalks	Linear Feet	6,000	\$ 1.35	\$ 8,100.00
9.	24" Continental Crosswalks	Linear Feet	2,500	\$ 6.00	\$ 15,000.00
10.	Parking Spots – Market St., Main St.	Lump Sum	1	\$ 2,000.00	\$ 2,000.00
11.	Parking Spots – Brownstone Dr.	Lump Sum	1	\$ 2,000.00	& 2,000.00
12.	Parking Spots – Bond St.	Lump Sum	1	& 2,000.00	& 2,000.00
13.	6" Traffic Division Island	Linear Feet	800	\$ 1.35	\$ 1,080.00
14.	24" Traffic Division Island	Linear Feet	400	\$ 6.00	\$ 2,400.00
				TOTAL PART B	\$ 131,330.00

ALTERNATE #1 – PARKING LOTS

Item #	Description	Unit	Quantity	Unit Price	Total Amount
1.	Civic Center	Lump Sum	1	\$ 1,250.00	\$ 1,250.00
2.	Police Headquarters – East & West lots	Lump Sum	1	\$ 750.00	\$ 750.00
3.	Field Services Complex – interior & exterior	Lump Sum	1	\$ 1,250.00	\$ 1,250.00
4.	Gun Range	Lump Sum	1	\$ 500.00	\$ 500.00
5.	Fire Station #1	Lump Sum	1	\$ 500.00	\$ 500.00
6.	Fire Station #2	Lump Sum	1	\$ 500.00	\$ 500.00
7.	Fire Station #3	Lump Sum	1	\$ 500.00	\$ 500.00
8.	Fire Station #4	Lump Sum	1	\$ 500.00	\$ 500.00
9.	Fire Station #5	Lump Sum	1	\$ 500.00	\$ 500.00

10.	Novi Dog Park	Lump Sum	1	\$ 750.00	\$ 750.00
11.	Lakeshore Park	Lump Sum	1	\$ 750.00	\$ 750.00
12.	Rotary Park	Lump Sum	1	\$ 950.00	\$ 950.00
13.	ITC Community Sports Park	Lump Sum	1	\$ 750.00	\$ 750.00
14.	Ella Mae Power Park	Lump Sum	1	\$ 750.00	\$ 750.00
15.	Pavilion Shore Park – East & West lots	Lump Sum	1	\$ 750.00	\$ 750.00
16.	Wildlife Woods Park	Lump Sum	1	\$ 950.00	\$ 950.00
17.	Bosco Fields	Lump Sum	1	\$ 750.00	\$ 750.00
18.	Villa Barr Art Park	Lump Sum	1	\$ 750.00	\$ 750.00
19.	Novi Water Tower Park & RC Raceway	Lump Sum	1	\$ 1,500.00	\$ 1,500.00
				TOTAL ALTERNATE #1	\$ 14,900.00

Note: In cases of mistakes in extension, the unit price shall prevail.

We acknowledge the following addendums: N/A
 (please indicate numbers)

COMMENTS/EXCEPTIONS:

BID SUBMITTED BY:

Company (Legal Registration) P.K. CONTRACTING, LLC

Address 1965 BARRETT DR

City TROY State MI Zip 48084

Telephone 248 362 2130 Fax 248 362 4969

Representative's Name (please print) NICHOLAS C SHEA

Representative's Title VICE PRESIDENT

Representative's Signature Nicholas C Shea

E-mail nick@pkcontracting.com

Date 2.16.23



GRETCHEN WHITMER
Governor

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
Lansing

PAUL C. AJEGBA
Director

June 9, 2021

P.K. Contracting, LLC
1965 Barrett Dr
Troy MI 48084-5372

01684
(248) 362-2130

Dear Vendor:

In accordance with our Administrative Rules we have established your numerical rating which is based on a financial rating of \$210,531,000.00 covering the classifications in the amounts stated below. This prequalification rating is effective until April 30, 2023.

210531	N3	Pavement Marking
5000	N93D	Grinding And Grooving

It will be assumed that the rating is satisfactory unless the Prequalification Committee is notified in writing to the contrary within 15 days after the bidder has been advised of the rating granted. The Department, may declare a prequalified bidder ineligible to bid at any time because of developments subsequent to prequalification which, in their opinion, would affect the responsibility of the bidder or their ability to perform the contract work.

Lawrence F. Strzalka
Manager
Construction Contracts Section
Contract Services Division

NEW	PK ID	Year	Make
	106	F-250 TRUCK	1993 Ford F-250
	182	CREW TRUCK - DICK	2003 Ford F-250
	301	F-350 TRUCK	1996 Ford F-350
	351	F-350 TRUCK	1997 Ford F-350
	352	F-350 TRUCK	1999 Ford F-350
	353	F-350 TRUCK	1999 Ford F-350
	354	F-350 TRUCK	1999 Ford F-350
	382	SM SUPPORT TRK - THERMO SUPPORT	2000 GMC SIERRA 350
	383	CREW TRUCK - SHAWN	2004 GMC SIERRA 350
	401	F-450 TRUCK OUT OF SERVICE used as plow truck	1993 Ford F-450
	403	F-450 TRUCK HAND THERMO	1995 Ford F-450
	405	F-450 TRUCK - SUPPORT TEMPLETS	1998 Ford F-450
	406	F-450 TRUCK SUPPORT TEMPLETS	1999 Ford F-450
	407	F-450 TRUCK - COMPRESSOR - TAPE	1999 Ford F-450
	408	F-450 TRUCK - DON - DMI- HTA	1999 Ford F-450
	409	F-450 TRUCK - COMPRESSOR - TAPE	1999 Ford F-450
	410	F-450 TRUCK - ANDY	1999 Ford F-450
	411	F-450 TRUCK - DMI -HTA -JITNEY	2000 Ford F-450
	412	F-450 TRUCK - ED	2000 Ford F-450
	413	F-450 TRUCK COMPRESSOR TAPE	2000 Ford F-450
	414	F-550 TRUCK - Matt Peterman	2006 Ford F-550
	415	F-550 TRUCK PTO COMPRESSOR	2006 Ford F-550
	416	F-550 TRUCK - SUPPORT TEMPLETS	2006 Ford F-550
	417	F-550 TRUCK JOHN- HTA	2008 Ford F-550
	418	F-550 TRUCK DOUG	2008 Ford F-550
	419	F-550 TRUCK PTO COMPRESSOR	2008 Ford F-550
	420	F-550 TRUCK PTO COMPRESSOR	2008 Ford F-550
	421	F-550 TRUCK PTO COMPRESSOR	2008 Ford F-550
	422	F-550 TRUCK PTO COMPRESSOR	2007 Ford F-550
	423	F-550 TRUCK SCB PULLER	2007 Ford F-550
	424	F-550 TRUCK SUPPLY CONE	2007 Ford F-550
	425	F-550 TRUCK SUPPLY CONE	2007 Ford F-550
	426	F-550 TRUCK GASOLINE	2015 Ford F-550
	427	F-550 TRUCK GASOLINE	2015 Ford F-550
	428	F-550 TRUCK GASOLINE	2016 Ford F-550
	430	AIRPORT PAINT DETAIL TRUCK	2009 Chevrolet 3500
	431	SPECIAL MARKINGS PAINT TRUCK	2005 Chevrolet 4500
	432	F-550 TRUCK GASOLINE	2015 Ford F-550
	433	F-550 TRUCK GASOLINE	2015 Ford F-550
	434	F-550 TRUCK GASOLINE	2015 Ford F-550
	435	F-550 TRUCK GASOLINE	2016 Ford F-550
	439	F-550 TRUCK GASOLINE	2016 Ford F-550

440	F-550 TRUCK John GASOLINE		2012 Ford F-550
441	F-550 TRUCK GASOLINE		2013 Ford F-550
442	F-550 TRUCK GASOLINE		2013 Ford F-550
443	F-550 TRUCK GASOLINE		2013 Ford F-550
444	F-550 TRUCK GASOLINE		2015 Ford F-550
445	F-550 TRUCK GASOLINE		2015 Ford F-550
446	F-550 TRUCK GASOLINE		2015 Ford F-550
447	F-550 TRUCK GASOLINE		2015 Ford F-550
448	F-550 TRUCK GASOLINE		2016 Ford F-550
449	F-550 TRUCK GASOLINE		2016 Ford F-550
450	F-450 TRUCK - COMPRESSOR - TAPE		1998 Ford F-450
451	F-450 TRUCK - PTO- COMPRESSOR - TAPE		1999 Ford F-450
452	F-550 TRUCK - SUPPORT		2006 Ford F-550
453	F-550 TRUCK		2005 Ford F-550
454	PLURAL COMPONENT DETAIL TRUCK		2000 Isuzu NQR
455	F-550 TRUCK		2007 Ford F-550
456	F-550 TRUCK GASOLINE		2015 Ford F-550
457	F-550 TRUCK GASOLINE		2015 Ford F-550
458	F-550 TRUCK GASOLINE		2015 Ford F-550
459	F-550 TRUCK GASOLINE		2015 Ford F-550
460	F-550 TRUCK GASOLINE		2016 Ford F-550
480	SM SUPPORT TRK - CONER - DOUG ROBI	1991	Chev KODIAK 550
481	SM SUPPORT TRK - TAPE BOX TRK	1998	GMC 450 BOX TRK
482	SM SUPPORT TRK - POLY SUPPORT	2004	Chev. C-4500
483	SM SUPPOR TRK -	2007	Chev. C-5500
484	SM SUPPORT TRK - FORK HAULER	2006	GMC C 4500
485	F-550 TRUCK GASOLINE	2015	Ford F-550
486	F-550 TRUCK GASOLINE	2015	Ford F-550
487	F-550 TRUCK GASOLINE	2016	Ford F-550
488	F-550 TRUCK GASOLINE	2016	Ford F-550
500	PAINT LONGLINE TRUCK	ANDY	1990 Mack Paint Striper
501	PAINT LONGLINE TRUCK		1994 Mack MR688S Mack MR690S Paint
502	PAINT LONGLINE TRUCK		1998 Striper
503	PAINT LONGLINE TRUCK		2000 Isuzu FTR21
504	PAINT LONGLINE TRUCK		2001 Isuzu FSR
505	PAINT LONGLINE TRUCK	JOHN	2005 GMC T7500
506	PAINT LONGLINE TRUCK	DOUG	2007 Isuzu F Series
509	PAINT LONGLINE TRUCK		2006 Chevy (mcrc)
510	PAINT LONGLINE TRUCK		2006 Chevy T8500
511	PAINT LONGLINE TRUCK		2002 GMC
512	PAINT LONGLINE TRUCK		2005 GMC
517	AIRPORT PAINT STRIPER		1998 GMC T SERIES
518	AIRPORT PAINT STRIPER		2007 Chevrolet 4500
519	AIRPORT PAINT STRIPER		2002 Chevrolet W45042

521	THERMO LONGLINE TRUCK	DAVE		Mack MR 690S Semi 1999 Tractor
522	THERMO LONGLINE TRUCK			2013 Autocar ACX64
523	THERMO LONGLINE TRUCK			2015 Mack
530	PLURAL COMPONENT LONGLINE TRUCK ED			1998 Mack MR688S
531	PLURAL COMPONENT LONGLINE TRUCK ANDY			1999 GMC TF7B064
540	PLURAL COMPONENT DETAIL TRUCK			1996 Chevy W5R042
541	PLURAL COMPONENT DETAIL TRUCK			2000 Isuzu W5-175hp
550	PAINT LONGLINE TRUCK			1999 GMC F76042
551	PAINT LONGLINE TRUCK			2004 GMC TT7F042
560	THERMO LONGLINE TRUCK			1999 Mack MR690S
581	PAINT TRUCK - COUNTY WORK - SHAWN		2000	GMC T-8500
582	PAINT TRUCK - DICK RADEN		2000	GMC T-8500
583	PAINT TRUCK -		2005	GMC T-7500
584	PAINT TRUCK -			2005 GMC TiltCab dualsteer
585	PAINT STRIPER			1997 GMC T SERIES
592	PLURAL COMPONENT		2006	Autocar WX64
593	PLURAL COMPONENT		2003	Chevrolet
594	PLURAL COMPONENT		2004	GMC
595	PLURAL COMPONENT		2007	GMC
601	THERMO MELTER SEMI TRACTOR - Pull 4 POT			2006 Volvo VNL64T300
602	THERMO MELTER SEMI TRACTOR - Pull 6 POT			1996 Kenworth
603	THERMO MELTER SEMI TRACTOR -			2003 Kenworth T800
611 ST	THERMO MELTER 6 POT TRAILER			1998 Fontaine Supply Trailer
612 ST	THERMO MELTER 4 POT TRAILER			2012 Dorsey Trailer
620	THERMO DETAIL MELTER TRUCK			1999 Chevy CF7B042
650	THERMO MELTER SEMI TRACTOR - Pull 6 POT			2006 Volvo VNL64T300 Fontaine 6 pot HP
660 ST	THERMO MELTER 6 POT TRAILER			1997 Melter Trailer
665	THERMO DETAIL MELTER TRUCK			1992 Isuzu FTR W7R042
680	THERMO TRUCK - KINKEMA MELTER TRK		1992	Chev. KODIAC
706	LRG SUPPORT TRK - (S)- ATTENUATOR /Cone			1998 Ford F-800
707	LRG SUPPORT TRK - GRABBER CONE HAULER			1998 Freightliner 26' flatbed
708	LRG SUPPORT TRK -(S) ATTEN - MESSAGE BOARD-CONE		1998	Ford F-800
709	LRG SUPPORT TRK - THERMO SUPPORT- (S)-ATTENUATOR			2000 Ford F-750
712	LRG SUPPORT TRK - DISTRICT SUPPLY- (S)- Attenuator/Cone			1999 GMC F7B042
713	LRG SUPPORT TRK - DISTRICT SUPPLY- (S)- Attenuator/Cone			2000 GMC T742
714	LRG SUPPORT TRK - DISTRICT SUPPLY- (S)- Attenuator/Cone			1994 Ford C-8000
715	LRG SUPPORT TRK - WATER TRUCK			1999 Freightliner CENTURY

716	LGR SUPPORT TRK - (S)- ATTENUATOR- CONE	2001 Freightliner Century
717	LGR SUPPORT TRK - GRABBER CONE 28' BED	2002 Chevy C8500
718	LRG SUPPORT TRK Cone,Pigy Back,Fork l	2006 International 7500
719	LRG SUPPORT TRK -	2006 International 4400 Elgin Series L Sweeper
720	SWEeper TRUCK ELGIN	1999 Truck
722	LRG SUPPORT TRK - Flat bed attenuator	1996 Ford Van
723	SWEeper TRUCK ELGIN	1993 Ford CF8
724	LRG SUPPORT TRK - TURBO PULLER- PAN RACK	2000 International
726	LRG SUPPORT TRK - CONE-(S) ATTENUATOR	2000 International
727	LRG SUPPORT TRK - CONE-(S) ATTENUATOR	2000 International
728	LRG SUPPORT TRK - BOX TRUCK	2005 Freightliner
729	LRG SUPPORT TRK	2005 GMC Western Star Semi
730	Truck Semi Tractor (was 619 Sampson)	1996 Tractor
740 ST	Supply trailer for truck 730 Sampson	2005 Manac
741 ST	45' SUPPLY TRAILER WITH FORK TRUCK	2007 Fontaine
742 ST	LRG SUPPORT TRK - WATER TRUCK	2002 Heilite
743 ST	48' SUPPLY TRAILER	2005 Transcraft
752	LRG SUPPORT TRK - THERMO SUPPORT	1993 Ford CF-8000
754	LRG SUPPORT TRK - ATTENUATOR	1998 Ford F-800
755	LRG SUPPORT TRK	2005 GMC
756	LRG SUPPORT TRK	2005 GMC
783	LRG SUPPORT TRK - SUPPLY - DOUG RO	1998 Freightliner FL-80
785	LRG SUPPORT TRK- SUPPLY - MATT CLA	1999 Volvo WG64
786	LRG SUPPORT TRK - SUPPLY - DICK RAD	1999 Freightliner FL-80
787	LRG SUPPORT TRK CONER - MATT CLAR	2000 Ford F-650
788	LRG SUPPORT TRUCK	2006 Freightliner
789	LRG SUPPORT TRK -	2006 International 7500
790	LRG SUPPORT TRK	1997 Ford
791	LRG SUPPORT TRK	1997 Ford
792	LRG SUPPORT TRK	2006 INTERNATIONAL
796	LRG SUPPORT TRK - TRACTOR	1998 Freightliner TRACTOR
797	SWEeper TRUCK	1995 Elgin SWEeper
800	REPAIR TRUCK 1994 FORD E-350	1994 Ford E-350
801	REPAIR TRUCK 2004 FORD F-350	2004 Ford F-350
802	REPAIR TRUCK 2007 FORD F-350	2007 Ford F-350
803	REPAIR TRUCK 2007 CHEVY 4500	2007 Chevy 4500
813	SHOP TRUCK 1998 FORD F-250	1998 Ford F-250
815	SHOP TRUCK 2007 CHEVY SILVERADO 2500	2007 Chevy Silverado
816	SHOP TRUCK 2011 FORD F150 PICKUP - KEVIN	2011 Ford F-150
817	2003 CHEVY SILVERADO 2500 Arrowboard- Sign Trailer	2003 Chevy Silverado 2500

820	CREW TRUCK 2001 FORD F-150	2001 Ford F-150
822	CREW TRUCK 2005 DODGE RAM	2005 Dodge Ram
823	CREW TRUCK 2007 DODGE RAM 3500 DUMP	2007 Dodge Ram 3500 Dump
824	CREW TRUCK 2008 FORD F550	2008 Ford F-550 Dump
825	CREW TRUCK 2015 FORD F250 CREW CAB 4X4	2015 Ford F-250 Crew Cab
833	OFFICE TRUCK 2008 DODGE QUAD CAB	2008 Dodge Ram Quad Cab
834	OFFICE TRUCK 2009 F-150 CHRIS	2009 Ford F-150
835	OFFICE TRUCK 2010 F-150 JIM	2010 Ford F-150
836	OFFICE TRUCK 2010 F-150 ADEN	2010 Ford F-150
838	OFFICE TRUCK 2011 F-150 NICK	2011 Ford F-150
839	OFFICE TRUCK 2012 F-150 MATT	2012 Ford F-150
840	OFFICE TRUCK 2013 Chevy Silverado BILL	2013 Chevy Silverado 4x4
841	OFFICE TRUCK 2015 FORD F150 CHRIS	2015 Ford F150
842	OFFICE TRUCK 2016 FORD F150 JIM	2016 Ford F150
843	OFFICE TRUCK 2016 FORD F150 Brian	2016 Ford F150
850	REPAIR TRUCK 1197 FORD F-250	1997 Ford F-250
861	CREW TRUCK 2005 F-150	2005 Ford F-150
862	SHOP TRUCK 2014 GMC SIERRA 2500	2014 GMC SIERRA 2500
864	OFFICE TRUCK 2012 F-150 KURT	2012 Ford F-150
881	SM SUPPORT TRK - SHOP -	2003 GMC SIERRA PU
883	CREW TRUCK -	2005 Ford F-150
884	SM SUPPORT TRK - KINKEMA	2009 Dodge 1500
885	SM SUPPORT TRK - PLOW	2001 DODGE 2500
886	SM SUPPORT TRK -	2015 CHEVY COLORADO
		Volvo WX64 Plunge
900	GROOVING TRUCK - 2 BOX	1999 Saw Truck
901	GRINDER TRUCK - 2 BOX	2006 Autocar WX64
902	GRINDER TRUCK - 2 BOX	2015 Autocar
903	GRINDER TRUCK - 2 BOX	2015 Autocar
910	GRINDER TRUCK - 1 BOX	2001 Isuzu FSR 51
911	GRINDER TRUCK - 1 BOX	2002 2002 Isuzu
912	GRINDER TRUCK - 1 BOX	2004 GMC TILT cab
916	GRINDER/GROOVER - 2 BOX	2006 Autocar WX64
920	GRINDER TRUCK - 3 BOX	2006 Freightliner Condor
921	GRINDER TRUCK - 3 BOX	2006 Freightliner Condor
980	GRINDER TRUCK	2001 GMC T-7500
1003	Waterblaster	2007 Mack MR 688S
1004	Waterblaster (formerly 527)	2006 Mack MR 688S
1005	Waterblaster	2014 Peterbilt 320
1006	Waterblaster	2016 Autocar
	TRAILERS	
T-01	T-01 Single Grinder Trailer	1965 Wilson
T-03	T-03 Single Grinder Trailer	1986 Assemb

T-04	T-04 Single Grinder Trailer	1986 Ajax
T-07	T-07 Small Sweeper Trailer	1988 Seco
T-14	T-14 Thermo Maxi Mac Trailer	1990 Ther-Mac
T-15	T-15 Road Vac Trailer #1	1992 Dickson
T-16	T-16 Double Grinder Trailer	1993 Litwiller
T-17	T-17 Reflector Tractor Trailer	1995 Redi Haul
T-18	T-18 Fork Lift Trailer Medium Capacity	1995 Hurst
T-19	T-19 Large Sweeper Trailer	1996 C W I
T-20	T-20 Turbo Trailer for SX Turbo	1996
T-21	T-21 Fork Lift Trailer Heavy Capacity	1997 Eager Beaver
T-22	T-22 Brimar Dump Trailer Troy	1997 Brimar
T-24	T-24 Brimar Dump Trailer Kzoo	2001 Brimar
T-25	T-25 Blastrac Trailer	Premco Triple L 2001 Mod#7612
T-27	T-27 Hot Plastic Cart Trailer	Premco Triple L 2002 Mod#4610
T-28	T-28 Blastrac Trailer	JLG Industries Triple 2003 L Mod#7612
T-29	T-29 Grinder Trailer	Premco Triple L 2004 Mod#7614
T-30	T-30 Road Vac Trailer #2	1995 Dickson
T-32	T-32 Storage Trailer (Ray Herrin)	Roadmaster Trailer 2005 Coach
T-33	T-33 Blastrac Trailer	JLG Industries Triple 2005 L Mod#7612
T-34	T-34 Double Grinder Trailer	2005 JLG Industries
T-35	T-35 Hurrricane Trailer Vac	2004
T-36	T-36 Mobile 4-Pot	2006 Jim Shea Original
T-37	T-37 6 x 14' Ft. Grinder Trailer	2006 Triple L Trailer
T-38	T-38 45 ft Great Dane Storage Trailer	1993 Great Dane
T-39	T-39 48 ft Great Dane Storage Trailer	1994 Great Dane
T-40	T-40 Sign Trailer	Barlow 16' Heavy 2006 Duty
T-41	T-41 Sign Trailer	Heartland Utility 2008 Trailer
T-42	T-42 Sign Trailer	2006 Hudson
T-43	T-43	2008 LINKLETTER
T-44	T-44	2009 Triple L Trailer
T-45	T-45 Flatbed Trailer	2009 Triple L Trailer
T-46	T-46	2009 Triple L Trailer
T-47	T-47	2009 Triple L Trailer
T-48	T-48	2010 AirTow Trailer
T-49	T-49 Trailer for G3 airmark heater	2011 Interstate Trailer
T-50	T-50	2010 AirTow Trailer
T-51	T-51	2011 Cargo King
T-52	T-52	2011 AirTow Trailer
T-53	T-53	2012 AirTow Trailer

T-54 T-54
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T-58 T-58
T-59 T-59
T-60 T-60
T-61 T-61
T-62 T-62
T-63 T-63
T-80 TRAILER - MISC SM SUPPORT
T-81 TRAILER - MISC SM SUPPORT
T-83 TRAILER - MISC SM SUPPORT
T-85 TRAILER -

2013 AirTow Trailer
2013 AirTow Trailer
2013 AirTow Trailer
2014 AirTow Trailer
2014 AirTow Trailer
2016 Stealth Trailer
2016 Stealth Trailer
2016 AirTow Trailer
2016 Arrow Trailer
2016 Arrow Trailer
2000 Corn Pro
2004 Continental Enc.
2012 Load Trail
2006 Superline



**NOTICE - CITY OF NOVI
INVITATION FOR BIDS**

PAVEMENT STRIPING

The City of Novi will receive sealed bids for **Pavement Striping** according to the specifications of the City of Novi.

Sealed bids will be received until **2:00 P.M.** prevailing Eastern Time, **Thursday, February 23, 2023**, at which time bids will be opened and read. Bids shall be addressed and delivered to:

**CITY OF NOVI
FINANCE DEPARTMENT**
45175 Ten Mile Rd.
Novi, MI 48375-3024

All bids must be signed by a legally authorized agent of the bidding firm.

OUTSIDE OF MAILING/FED EX/UPS ENVELOPES MUST BE PLAINLY MARKED "PAVEMENT STRIPING BID" AND MUST BEAR THE NAME OF THE BIDDER.

The City reserves the right to accept any or all alternative bids and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Tracey Marzonie
Purchasing Department

Notice dated: February 1, 2023

NOTICE TO BIDDERS:

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



CITY OF NOVI
PAVEMENT STRIPING
INSTRUCTIONS TO BIDDERS

This Invitation To bid (ITB) is issued by the Purchasing Office of the City of Novi.

IMPORTANT DATES

ITB Issue Date	February 1, 2023
Last Date for Questions	Monday, February 13, 2023 by 12:00 P.M. Submit questions via email to: Tracey Marzonie, Purchasing Department tmarzonie@cityofnovi.org
Response Due Date	Thursday, February 23, 2023, by 2:00 P.M.

BID SUBMITTALS

Provide **one (1)** signed original copy of your bid. Original bid may be clipped but should not be stapled or bound. No other distribution of the bids will be made by the Contractor. Bids must be signed by an official authorized to bind the Contractor to its provisions.

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

CHANGES TO THE ITB/ADDENDUM

Should any prospective Bidder be in doubt as to the true meaning of any portion of the Invitation to Bid (ITB) document, 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 specified person 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 ITB and shall be taken into account by each Bidder in preparing their bid. Only written addenda are binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

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.

CONSIDERATION OF BIDS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the Bidder 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 states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

The City 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.

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 bids and to award the contract to other than the lowest Bidder, waive any irregularities or informalities or both, to reject any or all bids, and in general, to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interests of the City of Novi.

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

SUBMISSION OF BIDS

Bids must be submitted in a sealed envelope. Outside of mailing envelope must be labeled with name of contractor and name of ITB. Failure to do so may result in a premature opening or failure to open such bid.

To be considered, sealed bids must arrive at City Clerk's Office, on or before the specified time and date. There will be no exceptions to this requirement. Bid is considered received when in the possession of the City Clerk. Contractors mailing bids should allow ample time to ensure the timely delivery of their bid. Bids received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected bids. The City reserves the right to postpone an ITB opening for its own convenience.

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

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

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

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

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unit prices shall be submitted if space is provided on bid form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is not provided.

EXCEPTIONS

The City will not accept changes or exceptions to the ITB documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the bid form. If Contractor neglects to make the notation on the bid form but writes it somewhere else

within the ITB documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the ITB documents will be applicable during the term of the contract.

INELIGIBILITY OF IRAN LINKED BUSINESS

Under 2012 PA 517, an Iran Linked Business, as defined therein, is not eligible to contract with the City and shall not submit a bid.

SHIPPING/HANDLING CHARGES

All bid/proposal pricing is to be F.O.B. destination.

TAX EXEMPT STATUS

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

The following exception shall apply to installation projects: When sales tax is charged to the successful Bidder for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

CONTRACT TERMINATION

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

NO EXCLUSIVE CONTRACT

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option. The Contractor will not be reimbursed for any anticipatory profits should the City exercise this option.

NON-DISCRIMINATION

The Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition, or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Agency and the Municipality shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subject to discrimination

in the performance of this contract. The Consultant 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 sub-consultant employed in the performance of this contract.

EQUAL EMPLOYMENT OPPORTUNITY

The Proposer shall comply with Executive Order 11246 of Sept. 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

COPELAND "ANTI-KICKBACK" ACT

The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 2). (Applies to contract and subgrants for construction or repair)

ACCEPTANCE OF BID CONTENT

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

DISCLOSURE

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

ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward and concise description of the 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.

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

INDEPENDENT PRICE DETERMINATION

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

- (a) The prices in the bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any other Competitor; and
- (b) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

Each person signing the bid certifies that:

(c) He is the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the bid 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 offeror's organization responsible within that organization for the decision as to prices being offered in the bid 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 bid will not be considered for award if the sense of the statements required in the bid has been altered so as to delete or modify the above.



CITY OF NOVI
PAVEMENT STRIPING
SPECIFICATIONS

SERVICE TO BE PROVIDED

Professional pavement 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.

It is anticipated Sprayable Thermoplastic will be applied on the longitudinal lines once per year in the spring, and the waterborne paint items will be applied in the spring, and possibly in the fall.

The City reserves the right to determine what areas need to be painted for either application and makes no guarantee all the areas listed will be painted during a calendar year. The City will not pay for striping done in areas that were not authorized by the City's designated representative.

All striping shall be in accordance with existing striping, unless a variation or change is indicated in this bid or authorized by the City's designated representative at the time of the scheduled work.

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.

TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for products/ services. The initial contract period will be one year from date of award. Upon mutual consent of the City of Novi and the successful Bidder, the contract may be renewed up to three (3) times in one (1) year increments.

METHOD OF MEASUREMENT AND PAYMENT

A. MEASUREMENT

1. **4" Centerline striping** will be measured along the centerline of the roadway in linear foot or part thereof.
2. **4" Edge marking** will be measured along the edge of the roadway in linear feet or part thereof.
3. **24" Stop bars** will be measured in linear foot painted at a width of 24".
4. **Arrows** shall be in conformance with the standard symbols for highway signs and pavement markings and will be measured in units. The new marking must match the existing one.
5. **Only's** shall be in conformance with the standard alphabets for highway signs and pavement markings and will be measured in units. The new

- marking must match the existing one.
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. The new marking must match the existing one.
 8. **12" Continental crosswalks** shall be in conformance with pavement markings and will be measured in a single linear foot measurement curb to curb. The new marking must match the existing one.
 9. **6" Crosswalks** shall be measured in a single linear foot measurement curb to curb.
 10. **Bike Path Symbols** shall be measured in units. The new marking must match the existing one.
 11. **4" Cross-hatching** shall be measured in linear feet.
 12. **4" Channel lines** shall be measured in linear feet.
 13. **4" Skip lines** shall be measured in linear feet.
 14. All markings shall meet all MUTCD standards.

B. PAYMENT

1. The payment for **centerline striping** will be by the linear foot, which will include all work as specified under the base bid pavement-striping schedule.
2. The payment for **edge marking** will be by the linear foot, which will include all work as specified under the base bid edge marking schedule.
3. The payment for **stop bar markings, Standard crosswalks and Continental crosswalks** will be by the linear foot one way, 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, bike symbols, 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. **CONTINENTAL CROSSWALKS:** *Continental crosswalks* shall be defined as those crosswalks not located at a standard intersection. *Continental crosswalks* shall be 6-foot wide. *Continental crosswalk* lines shall be 12-inches wide across the full width of the road

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 bid.
- B. The Contractor shall understand scheduling of striping days with the Department of Public Works constitutes a vital condition of the contract agreement as it is the primary goal of the City to insure 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. Main road intersections shall not be striped before 9:00 a.m. or after 3:00 p.m., Monday - Friday. Long line work shall be done between 10:00 p.m. and 7:00 a.m.
- 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 Director, 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 contract 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 "flag persons", 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 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. The Contractor shall report to the designated City representative on a daily basis by e-mail by 9:00 am with a completed work summary of the previous day and its schedule for the present day.
- J. The 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. The Contractor may perform the contracted work during evening/overnight hours with the consent of the city. This method is preferred by the City. All safety equipment (signs, cones, etc.) shall be removed from the work zone at the end of shift.
- 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".
- L. All **stop bars**, **continental crosswalks**, and anywhere multiple lines are created the ends shall be capped to give a clean edge.

SPECIFICATIONS FOR PAVEMENT MARKING

- A. **COLORS:** White and Yellow
- B. **GENERAL:** **Spec Book Information Section 811**
<https://www.michigan.gov/-/media/Project/Websites/MDOT/Field-Services/FieldServices4/2020-Standard-Specifications-Construction.pdf?rev=1e853edbff15425ca8b4905be4e51dee>

Qualified Products List

https://www.michigan.gov/mdot/-/media/Project/Websites/MDOT/Business/Construction/Material-Source-Guide/2022-August-MSG-Printer-Friendly.pdf?rev=d419bccb153149739cac2259e78c8687&sc_lang=en&hash=6BF067AE8EE5A97C0F0D1C731432C8B4 811.03D1 is Waterborne and 811.03D6 is Sprayable Thermoplastic.

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.

If the Contractor is directed to discontinue the work, they shall only be paid for work that has been completed as of the date of the written notice and shall not be compensated for any work not performed, nor for any anticipatory profits on the work that was not completed. The City shall have the right to hire another contractor to complete the work.

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.**

ROAD WEIGHT RESTRICTIONS

The City of Novi has several Restricted Commercial Vehicle Routes. These sections of roadway are closed to commercial thru traffic. You may drive on these sections of road only if you are providing the contracted service within that particular section. At no time will the contractor drive more than a one (1) mile distance on a restricted road. For a poster-sized map with additional details, contractors can check our Map Gallery: <http://cityofnovi.org/Community/PDFMaps/RoadwayWeightClassifications.pdf>

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

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 DPW Director or his designee 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 a thickness of no less than 40 mils.

Application Limitations

All pavements 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 Fahrenheit and rising at the start of marking operations. If work is started and the air temperature falls below 50 degrees Fahrenheit, and continual cooling is indicated, all work shall be stopped, as directed by the Bidder's 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.

There will be no fuel surcharge costs during this contract.



CITY OF NOVI

PAVEMENT STRIPING ESTIMATES

The City of Novi proposes the following estimated quantities:

Thermoplastic Pavement Marking, 4 Inch Yellow

4" Double Yellow	158,400 L.F.
4" 1 Solid Yellow / 1 Skip Yellow	132,000 L.F.
4" Skip Yellow	21,120 L.F.
4" Lane Reduction Lines	500 L.F.

Thermoplastic Pavement Marking, 4 Inch White

4" Skip White	26,400 L.F.
4" Solid White	179,520 L.F.

Waterborne Pavement Markings

<i>Railroad Grade Crossing Markers</i>	3 Units
<i>School Markings</i>	19 Units

Waterborne Intersection Markings

24" Stop Bars	7,000 Feet
Arrow (right, left and/or thru and/or combinations)	325 Units
Onlys	275 Units
4" Cross Hatching	4,500 Feet
6" Crosswalks (Standard, or longitudinal)	6,000 Feet
12" Continental Crosswalks	2,500 Feet

Waterborne Railroad Grade Crossing Markers

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

Waterborne School Markings Locations

- (1) - at 11 Mile Road (West of Taft Road)
- (1) - at 11 Mile Road (East of Taft Road)
- (1) - at 11 Mile Road (East of Wixom Road)
- (2) - at Meadowbrook Road (South of 13 Mile Road)
- (3) - at Nine Mile Road (East of Beck Road)
- (4) - at Novi Road (13 Mile Road to 14 Mile Road)
- (2) - at Taft Road (South of 10 Mile Road)
- (1) - at Taft Road and Emerald Forest Drive
- (1) - at Taft Road (North of 11 Mile Road)
- (2) - at Willowbrook Road (10 Mile Road to Village Wood Road)
- (1) - at Wixom Road (North of 11 Mile Road)
- (1) - at Wixom Road (South of 11 Mile Road)

Waterborne Parking Spots:

- (91) - Main Street
- (74) - Brownstone Dr.
- (13) - Bond St.

Waterborne Bicycle Symbols:

- (58) - East Lake Drive
 - (17) - South Lake Drive
 - (5) - Taft Road
- Total: 80 Units

Waterborne Traffic Divisional Island:

- West Oaks Drive at Novi Road
 - 6" White Continental Lines - 450 Linear Feet
 - 24" White Outline Lines - 200 Linear Feet
- West Park Drive at Pontiac Trail
 - 6" White Continental lines - 350 Linear Feet
 - 24" White Outline Lines - 200 Linear Feet

ALTERNATE #1 - PARKING LOTS (As Requested)

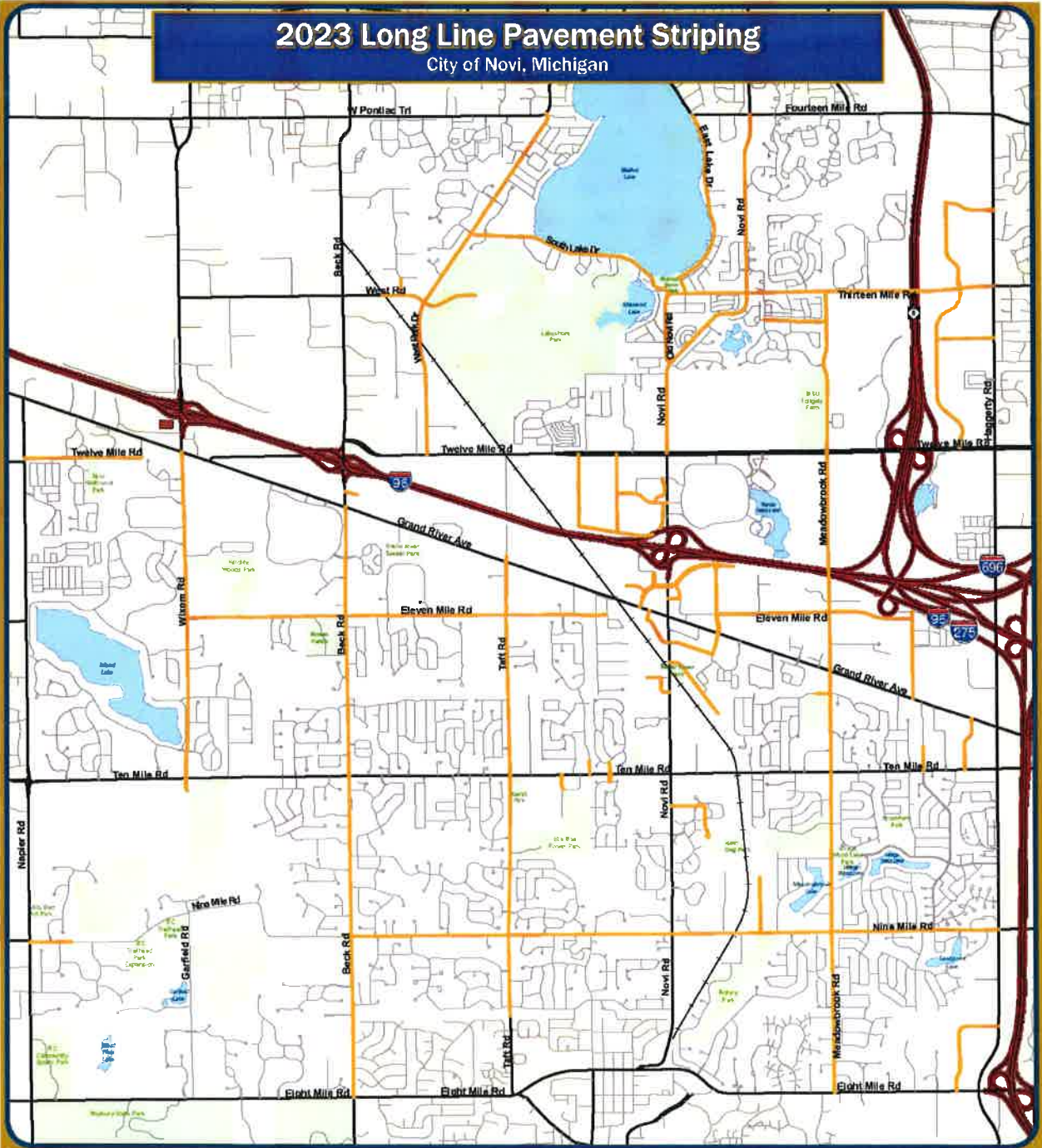
Parking lots include all parking spaces, crosswalks, handicapped marking, ADA marking, stop bars, and arrows and markings that currently exist at each location. Work will be done at the request of an authorized City representative. If awarded, the City makes no guarantee regarding the quantity of work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

Parking lot locations:

Civic Center	45175 Ten Mile Rd., Novi, MI 48375
Police Headquarters (East & West lots)	45125 Ten Mile Rd, Novi, MI 48375
Field Services Complex (inside/outside)	26300 Delwal, Novi, MI 48375
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
Fire Station 5	25804 Beck Rd., Novi, MI 48374
Lakeshore Park	601 South Lake Dr., Novi, MI 48377
Rotary Park	22220 Roethel Dr., Novi, MI 48375
ITC Community Sports Park, all lots	51000 Eight Mile Rd., Northville, MI 48167
Ella Mae Power Park	Ten Mile Rd behind Civic Center
Pavilion Shore Park (East & West Lot)	43390 Thirteen Mile Road, Novi, MI 48377
Novi Dog Park	42400 Nick Lidstrom Dr., Novi, MI 48375
Wildlife Woods Park	26442 Wixom Rd., Novi, MI 48375
Bosco Fields	47481 Eleven Mile Rd., Novi, MI 48374
Villa Barr Art Park	22600 Napier Rd., Novi, MI 48374
Novi Water Tower Park	25460 Novi Rd., Novi, MI 48375
Village Wood Park	40944 Village Wood Rd., Novi, MI 48375
Novi Ice Arena	42400 Nick Lidstrom Dr. Novi, MI 48375
Novi Public Library	45255 Ten Mile Rd. Novi, MI 48375

2023 Long Line Pavement Striping

City of Novi, Michigan



Map Author: Jon Gartha
 Date: January 4, 2023
 Project: Pavement Striping
 Version #: 1.0

MAP INFORMATION NOTICE
 Map information depicted is not intended to constitute a warranty for any purpose or purpose. This map was prepared using National Plan Numbered Highways and other road systems available to the public of the City of Novi. Boundary lines, names, and other information are not intended to be construed as a warranty. This map is prepared by a licensed surveyor and is subject to the Public Act 137 of 1975 as amended. Please contact the City GIS Manager for further details and to request information related to this map.

Map Legend

- Novi Road Striping
- Freeway
- Major Streets
- Minor Streets
- Railroad
- Parks
- Lakes
- City of Novi
- Novi Township



City of Novi

Department of Public Works
 Field Operations Division
 26300 Line Bu-Gale Drive
 Novi, MI 48375
 cityofnovi.org





**CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A**

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, contractor may agree to provide notice of such cancellation or reduction.
3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be primary coverage rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City.
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.

5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS

HOLD HARMLESS/INDEMNITY

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
 - A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
 - B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
 - C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City to safeguard the property and materials used in performing this Contract. Further

the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.

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

SAMPLE AGREEMENT

CONTRACT FOR PAVEMENT STRIPING SERVICES

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

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

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

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.

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

Payment. The City agrees to pay the Contractor based on unit pricing in Exhibit A, payment to be made after satisfactory completion of the work and within thirty (30) days of receiving a final bill or invoice for the work from the Contractor, subject to verification of completion of work.

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

SAMPLE AGREEMENT

or other default in this Contract, City shall provide Contractor with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Contractor shall correct the specified defects or defaults within the time specified. Upon a failure to do so, the City may terminate this Contract by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so a valid claim and charge against Contractor, or, preserve the claims of defects or defaults without termination by written notice to Contractor.

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

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

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

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

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

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

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

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

Contract Term. The initial contract term shall begin on the date of the last signature on this agreement and end on February 28, 2024. Upon mutual consent of the City of Novi

SAMPLE AGREEMENT

and the successful Bidder, the contract may be renewed up to three (3) times in one (1) year increments.

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

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

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

Date: _____

WITNESSES AND DATES
OF SIGNATURES:

CONTRACTOR

By:
Its:

Date: _____



1965 Barrett Drive Troy, MI 48084



1965 Barrett • Troy, Michigan 48084

TO: CITY OF NOVI
FINANCE DEPARTMENT
45175 TEN MILE RD
NOVI, MI 48375

2/23/23
9:39 am
HJ

BID FOR: PAVEMENT STRIPING BID

BID DUE: THURSDAY, FEBRUARY 23, 2023 @ 2:00 PM