

INVITATION FOR BIDS

2023 PAVEMENT MARKING PROGRAM

Sealed bids will be received in the City of Northville Council Chambers, City Hall, 215 W. Main Street, Northville, Michigan 48167 until 10:30 A.M. local time on September 13, 2023 for CITY OF NORTHVILLE 2023 PAVEMENT MARKING PROGRAM as specified. This invitation for bids with all pages, documents, and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed bid shall constitute a contract between the City of Northville and the successful bidder when approved and accepted on behalf of the City by an authorized official or agent of the City.

All bidders shall complete the Bid and Award page and submit all information requested herein in order for a bid to be responsive. Failure to do so may result in the bid being rejected as non-responsive. The bid document shall be returned in its entirety, in a properly identified and sealed envelope to the City Clerks Office, 215 W. Main Street, Northville, Michigan 48167. This bid shall bear the inscription "Bid for CITY OF NORTHVILLE 2023 PAVEMENT MARKING PROGRAM." Bids must be received before the time of the Bid Opening. Late bids will not be considered. The City reserves the right to postpone the Bid Opening for its own convenience.

Proof of required insurance will also be required if awarded a contract.

The Contractor will be expected to comply with all regulations specified in Title VI as outlined in this document.

The City of Northville reserves the right to waive any irregularity or informality in bids, to reject any and/or all bids, in whole or in part, or to award any contract to other than the low bidder, should it be deemed in its best interest to do so.

Mike Domine
Public Works Director- mdomine@ci.northville.mi.us

Michael Smith City Clerk

BID AND AWARD

The undersigned, having become thoroughly familiar with all the bid/contract documents incorporated herein, the streets and local conditions affecting the work, hereby proposes to undertake everything required to be performed in the strict conformity with these documents and current Standard Specifications for Highway Construction of the Michigan Department of Transportation, necessary to complete in a workmanlike manner the subject program for the City of Northville at the unit prices stated below.

| Item | Description | Qty. | Unit | Unit Price | Total |
|------|--------------------------------------|---------|------|-------------------|-------|
| 1 | 4" Yellow (Centerline) | 21,479' | Ft. | \$ | \$ |
| 2 | 6" White (Bike Lane) | 13,620' | Ft. | \$ | \$ |
| 3 | 4" White (Lane Line) | 1,720' | Ft. | \$ | \$ |
| 4 | 6" Yellow (Cross Hatching) | 286' | Ft. | \$ | \$ |
| 5 | Left Turn Arrow | 17 ea. | Ea. | \$ | \$ |
| 6 | Right Turn Arrow | 5 ea. | Ea. | \$ | \$ |
| 7 | Thru Arrow | 8 ea. | Ea. | \$ | \$ |
| 8 | Right/Thru Arrow | 3 ea. | Ea. | \$ | \$ |
| 9 | Left/Thru Arrow | 2 ea. | Ea. | \$ | \$ |
| 10 | Only Legend | 15 ea. | Ea. | \$ | \$ |
| 11 | School Legend | 9 ea. | Ea. | \$ | \$ |
| 12 | Bicycle Symbol (Shared Lane Marking) | 32 ea. | Ea. | \$ | \$ |
| 13 | Yield Triangle | 36 ea. | Ea. | \$ | \$ |
| 14 | Railroad Symbol (Complete) | 2 ea. | Ea. | \$ | \$ |

| Total Bid for 2023 Pavement Marking Program: | \$ |
|--|----|
| | |

- CROSSWALK & STOP BARS NOT INCLUDED IN PROGRAM
- ITEMS 1-4 LONGITUDINAL LINES SPRAYABLE THERMOPLASTIC
- ITEMS 5-14 SYMBOLS, ALPHABETS, SPECIAL MARKINGS WATERBORNE

| The undersigned bidder agrees to hold the above unit | prices for an add | litional two years (20 | 024 and 2025). |
|---|--------------------|------------------------|----------------|
| Please answer by checking the appropriate line. | Yes | No | |
| If No was checked, the undersigned bidder agrees to e | extend this contra | act for an additional | two years |
| (2024 and 2025), but the unit prices are to increase | | percent. | |

If the above contract extension lines have not been completed by the Contractor, an additional two-year contract extension will not be considered for this bid. If a contract extension is agreed to by both parties of this agreement, it will be done via Change Order at a later date and not as a part of this original agreement.

| | wing is a complete and accurate list of all sub- act and any changes from this list shall be permitted |
|--|---|
| LIST NAME OF EACH SUB-CONTRACTOR BE DONE: | OR AND BRIEF DESCRIPTION OF WORK TO |
| | |
| hereby state that I have the authority to subminaccepted by the City of Northville. I herebotherwise colluded with any other bidder, northwile | n I have provided is true, accurate and complete. I t this bid, which will become a binding contract if by state that I have not communicated with nor r have I made any agreement with nor offered or employee of the City of Northville that would tend |
| I hereby state that I have read, understand, as document. | nd agree to be bound by all the terms of this bid |
| Signature | Name |
| Date | Title |
| Firm Name: | Address |
| Telephone | |
| | |

Name

Accepted by the City of Northville: _

Date

INSTRUCTIONS TO BIDDERS

- 1. **EXAMINATION OF BID DOCUMENT** Before submitting a bid, bidders shall carefully examine these specifications and shall fully inform themselves as to what is required by the City of Northville. The bidder shall indicate in the bid the sum amount to cover the cost of all items included on the bid form.
- 2. PREPARATIONS OF BID The bid shall be legibly prepared in ink or typed. If an amount already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new amount entered above or below and initialed by the bidder with ink. The bid shall be legally signed and the complete address of the bidder given thereon.

All bids shall be tightly sealed in an opaque envelope and properly identified. Bids opened by mistake, due to improper identification, will be so documented and resealed. The City of Northville will maintain and guarantee confidentiality of the contents until the specified opening date and time.

- **3. EXPLANATION TO BIDDERS -** Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bids (IFB) and attachments must be requested in writing, and with sufficient time allowed for a reply to reach all prospective bidders before submission of their bid. Any information given to a prospective bidder concerning the IFB will be furnished to all prospective bidders as an amendment or addendum to the IFB if such information would be prejudicial to uninformed bidders. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, or by letter or telegram received before the time set for opening of bids. Oral explanation or instructions given prior to the opening will not be binding.
- **4. WITHDRAWAL OF BIDS** Bids may be withdrawn in person by a bidder or authorized representative provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bid. No Bid may be withdrawn for at least ninety (90) days after bid opening.
- **5. ALTERNATE BIDS** Bidders are cautioned that any alternate bid, unless specifically requested, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirement of this IFB may be considered non- responsive, and at the option of the City, result in rejection of the alternate bid.
- **6. LATE BIDS -** Any bid received at the office designated herein after the exact time specified for receipt **will not be considered.** (Note: The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.)
- **7. UNIT PRICES -** If there is a discrepancy between unit prices and their extension, unit prices shall prevail.
- **8. SCHEDULE -** If awarded this work, the successful Contractor is expected to schedule this project between the months of July and September. All work should be completed before Oct. 31, 2023.

AGREEMENT CITY OF NORTHVILLE PAVEMENT MARKING PROGRAM

| THIS AGREEMENT is made this | day of | , 2023 by and |
|---|--|--|
| between the CITY OF NORTHVILLE I | nereinafter referred to | o as the "OWNER", and |
| | | I to as the "Contractor" as |
| follows: | | |
| That whereas the Owner by due Advertithe work hereinafter specified; and the Caccepted. | | 1 1 |
| NOW THEREFORE, the OWNER and set forth, agree as follows: | the CONTRACTOR | for consideration hereinafter |
| 1. WORK INCLUDED: The contractor shall furnish all material superintendence, labor, insurance and of work called for in the specifications in swhich are hereby made a part of the Corbidding process. | ther accessories, and strict compliance with | perform and complete all the these Contract Documents, |
| 2. COMPENSATION: The City of Northville will pay the Conthe "Bid and Award" form at the rates p total cost of: | - | |
| | | (\$ |

3. TIME OF COMPLETION:

The Contractor shall begin work under this contract on a date specified in a written "NOTICE TO PROCEED" and shall perform the specified work over a two-year period with an anticipated completion date of October 31, 2023.

4. CONTRACT DOCUMENTS:

The Advertisement for Bids, the Bonds, the Bid and Award Document, the General Conditions, the Technical Specifications, the Special Conditions, Instructions to Bidders, together with the Agreement constitute the Contract Documents for this Contract, and all are as fully a part of the Contract between the City of Northville and the Contractor.

5. JOB SITE SAFETY:

Insofar as job site safety is concerned, the Contractor is responsible for its own employees and their activities on the various job sites, including the methods of work performance, superintendence, sequencing of operations, or safety in, on or about the job sites. The Contractor is solely responsible for job site safety.

6. TERMINATION:

The Agreement may be terminated by either party upon seven (7) days written notice. In the event of termination, the Contractor will be compensated by the Owner for all approved services performed up to and including the termination date.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in (3) counterparts the day and year first above written.

| WITNESS: | | |
|----------|-------------------------|-------|
| | (Name of Contractor) | |
| | | |
| | (Address of Contractor) | |
| | By: | |
| · | Title: | |
| | CITY OF NORTHVILLE | |
| | By: | |
| | (Public Works Dire | ctor) |
| | Witness | |

INDEMNITY AND INSURANCE

Contractor agrees to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Owner, its employees, elected and appointed officials, agents, and volunteers from and against any and all claims, injuries, demands, damages, costs, expenses, liability, suits, (including actual attorney's fees and costs of defense), or liability (including actual attorneys' fees and cost of defense), proceedings, orders, and decrees of every nature and description arising before, during, or after completion of the Contractor's work caused or alleged to have been caused by, arising out of, or resulting from or occurring in connection with the performance of the work, lack of performance of the work, and / or any activity associated with the work of the contractor, its agents, employees, subcontractors, or sub-consultants.

Nothing in this agreement requires the Contractor to defend and/ or indemnify the Owner for claims, injuries, demands, damages, costs, expenses, liability, suits, (including actual attorney's fees and costs of defense), proceedings, orders, and decrees caused by, arising out of, or resulting from the sole negligence of the Owner, its employees, elected and appointed officials, agents, and volunteers, or for any amount greater than the degree of fault of the contractor and that of his or her respective sub-consultants or subcontractors. The obligation of the contractor to defend, indemnify and hold harmless the Owner shall survive and continue after final payment, completion of the work, and completion and/or termination of this agreement.

The Contractor shall procure and maintain during the life of this Agreement the insurance requirements as listed below and furnish within fifteen (15) working days of Notice of Award, Certificates of Insurance as well as **required endorsements** providing insurance coverage as follows:

- (A) Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- (B) Comprehensive General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate.
- (C) Automobile Liability Insurance Including Michigan No-Fault Coverage's with limits of liability no less than \$1,000,000 per occurrence, combined single limit for bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and hired vehicles.
- (D) Additional Insured commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be additional Insured: The City of Northville, all elected and appointed officials, all employees, and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Northville as additional insured coverage afforded is considered to be primary and any other insurance the City of Northville may have in effect shall be considered secondary and/or excess.
- (E) Cancellation Notices All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, ten (10) days for non-payment of premium, Advance Written notice of Cancellation, Non-Renewal shall be sent to: Michael Smith, Clerk, City of Northville, 215 W. Main Street, Northville, Michigan 48167.
- (F) Proof of Insurance The contractor shall provide the Owner at the time that the contracts are returned by him/her for execution, a copy of Certificates of Insurance as well as **required endorsements** for all coverage's as listed above.

If any of the above coverage expires during the term of this agreement, the contractor shall deliver renewal certificates and/or policies and endorsements to the Owner at least ten (10) days prior to the expiration date. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the Owner. The requirement above should not be interpreted t limit the liability of the contractor. All deductibles and SIR's are the responsibility of the Contractor.

It shall be the Contractor's responsibility to provide similar insurance for each subcontractors or to provide evidence that each subcontractor carries such insurance in like amount showing the City of Northville as "ADDITIONAL INSURED" prior to the time such subcontractor proceeds to perform under the contract.

GENERAL SPECIFICATIONS

- 1. AWARD Project will be awarded on a total basis -NOT SPLIT.
- 2. GUARANTEE The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the final acceptance of the completed work and shall repair, replace or make good any materials of work, which shall fail to function or perform or be found defective, without cost to the City.
- 3. SAFETY The Contractor shall conform to all applicable OSHA and MIOSHA regulations.
- **4. INDUSTRY RULES AND CODES -** The successful bidder shall keep fully informed of all local, state, and federal laws, ordinances, and regulations. The successful bidder shall at all times observed and comply with such laws, ordinances, and regulations, which pertain to all materials, equipment, and employees.
 - Any permits, licenses, certificates, or fees required for the performance of the work shall be obtained and paid for by the successful bidder.
- REMOVAL OF RUBBISH The Contractor shall daily remove all rubbish and accumulated materials due to his/her construction.
- **6. DIRECTOR'S STATUS -** The Director of Public Works or his duly authorized representative will have general authority to stop the work whenever such stoppage may be necessary to insure the proper execution of this contract. He shall have the authority to reject any work or materials, which do not conform to the contract and to decide questions or interpretation which may arise from the contract documents.
- 7. WAIVER OF LIEN Upon completion of all work and request for final payment, the Contractor shall furnish a **full unconditional waiver of lien** from each supplier and sub-contractor covering all items of work. Failure to supply full unconditional waivers of lien for the entire job upon completion and final payment request will be considered grounds for withholding final payment.
- **8. QUANTITIES** The quantities shown in the PROPOSAL & AWARD page are approximate only and are subject to increase or decrease. No guarantee of maximum or minimum will be given by the City.
- **9. SUPERVISION** The Contractor shall employ an experienced superintendent or foreman on the job at all times.

SPECIAL CONDITIONS

- 1. **INTENT** It is the intent of these plans and specifications to provide for a General Contractor who shall provide all labor, materials, tools and equipment necessary to perform quality pavement marking on local and major street inside the city of Northville so specified herein.
- **SCOPE OF WORK -** This project includes but is not limited to proper repainting of centerlines, lane lines, bike lane lines, symbols and legends located on City of Northville roadways.
- **QUANTITIES** The quantities shown in the BID & AWARD page are approximate only and may be subject to increase or decrease. No guarantee of maximum or minimum will be given by the City.
- **PRICE -** The unit price, including its pro-rata share of overhead, multiplied by the quantity shown shall represent the total bid and shall be held firm for the life of this contract. Any bid not conforming to this requirement may be rejected as non-responsive.
- **SUPERVISION** The Contractor shall employ an experienced supervisor or foreman on the job at all times.
- 6. MATERIALS INSPECTION AND RESPONSIBILITY The Public Works Director shall have the right to inspect any material or equipment to be used in carrying out the terms of this contract. Any materials, equipment or completed work, which does not comply with these specifications, shall be replaced by the Contractor at no cost to the City.
- 7. QUESTIONS Bidders shall address questions regarding this project Mike Domine, Public Works Director at (248) 449-9930
- **8. Shared Lane Marking-** The Contractor shall place "Shared Lane Markings" in conformance with the Michigan Manual of Uniform Traffic Control Devices.
- **9. Street Locations** All the streets included in this program are inside and under the jurisdiction of the City of Northville. No work is being proposed on county rights-of-way.

TERMS AND CONDITIONS

1. AWARD OF CONTRACT

A. This contract will be awarded by the Northville City Council to the lowest responsible bidder whose bid, conforming to these contract documents will be the most advantageous to the City.

Notification of award will be in writing from the Public Works Director or his duly authorized agent. Upon notification, the Contractor shall submit to the Northville DPW all required insurance certificates and such other documentation as may be requested in this document. Upon their receipt and subsequent approval by the City, the Contractor will receive a written "Notice to Proceed". Work on this project shall not proceed until such notice is received by the Contractor.

- B. Changes in the bid prices by the bidder shall not be allowed. However, the City of Northville reserves the right to negotiate with bidders in the event of , but not limited to:
 - No bids received
 - Prices quoted are over budget and/or unreasonable
 - An option is submitted that modifies the service and reduces the cost.

2. COMPLETE CONTRACT

This bid document together with its addenda, amendments, attachments, modifications, when executed, becomes the complete contract between the parties hereto, and no verbal or oral promises or representations made in conjunction with the negotiation of this contract shall be binding on either party.

3. SUBCONTRACTORS - NON ASSIGNMENT

Bidders shall state in writing any and all sub-contractors to be associated with this bid, including the type of work to be performed. The Contractor hereby agrees and understands that the contract resulting from this solicitation shall not be transferred, assigned or sublet without prior written consent of the City.

4. CONTRACT EXTENSION

The Contractor shall indicated on the Bid and Award pages that he/she is interested in extending his/her bid for an additional two years (2023 and 2024) at the same prices or at a set percentage increase/decrease.

5. TAXES

The City is exempt from all federal excise tax and state and use taxes. However, depending upon the situation, the vendor or contractor may not be exempt from said taxes and the City of Northville is making no representation as to any such exemption.

6. CHANGES AND/OR CONTRACT MODIFICATIONS

The City reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Contractor and the City.

Changes of any nature after contract award, which reflects an increase or decrease in requirements or cost, shall not be permitted unless a properly drafted Change Order is submitted to the Public Works Director. City Council approval is required. If changes are performed in advance of City Council approval, this work may be subject to denial and non-payment.

7. DEFAULT

The City of Northville mat at any time, by 30 day written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- Failure to provide insurance and bonds when called for, in the exact amounts and within the time specified or any extension thereof.
- Failure to perform the services within the time specified herein, or any extension thereof.
- The unauthorized substitution of articles for those bids and specified.
- Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- Failure to perform in compliance with any provision of the contract.

8. STANDARD OF PERFORMANCE

The Contractor guarantees the performance of the commodities, goods or services rendered herein accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided.

Upon the City's notice of the Contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, the Contractor shall immediately remedy said defective performance in a manner acceptable to the City and required by these contract documents. Should the Contractor fail to immediately correct said defective performance as required by these documents, said failure shall be considered a breach of this contract and grounds for termination of the same by the City.

In the event of any breach of this contract by the Contractor, the Contractor shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such goods or services with another Contractor.

The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Contractor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the City may bar the Contractor from being awarded any future contract with the City.

All remedies available to the City herein are cumulative and the election of one remedy by the City shall not be a waiver of any other remedy available to the City.

9. INDEPENDENT CONTRACTOR

At all times, the Contractor, any of his/her employees, or his/her subcontractors and their subsequent employees shall be considered independent contractors and not Northville employees. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor,

or his/her employees be entitled to sick leave, pension benefit, vacation, medical benefits, life insurance or worker's unemployment compensation or the like.

10. PROJECT SUPERVISOR

The Contractor and/or Project Supervisor shall be available to meet with the City at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five working days after the request; and, if in the sole opinion of the Public Works Director, the severity of the circumstance warrants, no more than one working day.

11. INSPECTION OF WORK SITES

Before submitting a bid for this work, the Contractor shall be responsible for examining the streets of the City of Northville and satisfying himself/herself as to the existing conditions under which he/she will be obliged to operate, or that in any way affects the work under this contract. No allowance shall be made subsequently, on behalf of the Contractor, for any negligence on he/her part in not being familiar with the streets the Contractor is required to work on.

12. SUNDAYS AND HOLIDAYS

The Contractor will not be allowed to work on Sundays or holidays.

TECHNICAL SPECIFICATIONS

- 1. DESCRIPTION: This work consists of furnishing and applying permanent pavement marking according to the Michigan Manual of Uniform Traffic Control Devices and this specification for Regular Dry Marking Material. All markings, shapes, and dimensions shall conform to Michigan Department of Transportation (MDOT) typical plans for pavement marking.
- 2. MATERIALS: The pavement marking materials shall be lead free and be selected from MDOT's Qualified Products List. Each pain container shall be plainly marked, both on the head and side, with a durable, weather-resistant marking, showing the name and address of the manufacturer or vendor, description of the material, purchase order number, batch number, date of packaging, and volume and weight of contents.

Samples for testing will be provided by the Contractor when requested by the City Engineer/Public Works Director.

- A. Glass Beads: The glass beads shall conform to the following requirements:
 - They shall be transparent, smooth and spherically shaped, free from milkiness, pits, or excessive air bubbles.
 - 2.) They shall have an index of refraction of not less than 1.50.
 - 3.) They shall have a minimum of 75% true spheres.
 - 4.) After testing for chemical stability, the residual solution shall have an alkalinity number not greater than 2.0,
 - 5.) They shall be colorless, very light gray, very light gray
 - 6.) , tinge, or bright white.
 - 7.) They shall meet the following gradation requirements:

| Sieve Size | 20 | 30 | 50 | 100 |
|-----------------------|-----|-------|-------|-----|
| Total percent Passing | 100 | 75-95 | 15-35 | 0-5 |

3. CONSTRUCTION:

A. Equipment: The pavement marking equipment shall be self-propelled when used to apply longitudinal lines. Where the configuration or location of a pavement marking is such that the use of a self-propelled pavement marking is unsuitable, such as near the town clock, other methods/equipment may be used.

The City of Northville reserves the right to inspect the Contractor's equipment before the start of the project and anytime during the execution of the work required in the contract.

The Contractor's equipment shall include a linear distance meter to measure the length of each applied line.

B. General: Prior to the application of pavement marking, the pavement surface shall be clean, dry, and free of foreign materials. The Contractor shall be responsible for removing all foreign materials which can be removed by air-blasting. The Contractor shall also be responsible for removing occasional debris or dead animals from the line tack. Lines to be retraced that are covered by large amounts of dirt and debris may require a greater effort of cleaning.

Pavement marking shall consist of lines of 4-inch, 6-inch, 8 inches, and 12-inch widths. The marking shall be white or yellow, and solid, broken, or dotted as directed by the City Engineer.

Pavement marking material application rates shall conform to current MDOT specifications.

Pavement markings are to be applied when the roadway is open to traffic. Traffic shall be maintained at all times and the striping equipment shall be operated in a manner that will make it unnecessary for traffic to cross the uncured markings.

The Contractor will not be permitted to apply centerline and edge line markings in on pass. The protection of the wet line shall be the responsibility of the Contractor. Suitable devices such as traffic cones shall be place at 100-foot intervals along regular-dry paint markings or as directed by the City Engineer.

Uncured pavement marking obliterated by traffic shall be retraced at the Contractor's expense.

Existing pavement markings are to be retraced with lines of equal length, allowing for a longitudinal tolerance of 1 foot and a transverse tolerance of 1 inch.

Applied marking shall be sharp and well defined and shall provide uniform retro reflectivity. The markings shall be free of uneven edges, over spray, or other readily visible defects which in the opinion of the City Engineer, detract from the appearance or function of the pavement markings.

Pain shall be applied when the surface temperature of the pavement is 50 degrees F or higher.

In Northville centerline marking consists primarily of a double line (two normal solid yellow lines). In these areas the Contractor will be paid for two feet of 4" yellow marking for every one foot of roadway. However, both North and South Center Streets and Taft Road have areas which have a center turn lane. Contractor can expect to be paid per foot of 4" yellow line actually placed.

The Shared Lane Marking symbol and placement shall comply with the Michigan Manual of Uniform Traffic Control Devices, Section 9C.07, Figure 9C-9. The Shared Lane Marking symbol (Special) shall be the same as above but it is to be placed on concrete surface requiring a black background.

TITLE VI -NON-DISCRIMINATION PLAN

During the performance of this contract, the contractor, for itself, its assignees and successors, in interest (hereinafter referred to as the "Contractor") agrees, as follows:

- Compliance with Regulations: The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 Further, on any federal assisted contract, the Contractor and sub-contractor agree to comply with the Equal Employment Opportunity Compliance Procedures, CFR 23, Subpart D Construction Contract Equal Employment Opportunity Compliance Procedures, CFR 49 Non-Discrimination in Federally-assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964. E.E. 11246, Title VII of the Civil Rights Act of 1964, Michigan's Persons With Disabilities Act of 1976, and the Michigan Elliot-Larsen Civil Rights Act of 1976.
- 2. <u>Nondiscrimination:</u> The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractor, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the Contractor covers a program set for in Appendix B of the Regulations.
- 3. Solicitation for Subcontracts, including procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4. <u>Information and Reports:</u> The Contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5. <u>Sanctions for noncompliance</u>: In the event the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provision including sanctions for noncompliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interest of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Pavement Marking Quantities – Streets (1/2) (See Location Drawing)

| Item | Description | Taft Road 8-Mile to N. City Limits | Center Street N. City Limit to Dunlap | Center Street Cady to 7 mile | W. Main Clement to Wing | E. Main Hutton to Griswold | Dunlap/ Hutton N. Center to E. Main | W. Dunlap Wing to Center |
|------|---|---|--|---------------------------------------|--------------------------------------|-------------------------------------|--|--------------------------------|
| 1 | 4" Yellow (Centerline) | 4,660' | 9,034' | 2,800' | | 1,300' | 1,385' | 700' |
| 2 | 6" White (Bike Lane) | 4,010' | | 2,800' | | | | |
| 3 | 4" White (Lane Line) | 180' | 490' | | | | 450' | 60' |
| 4 | 6" Yellow (Cross Hatching) | 116' | 170' | | | | | |
| 5 | Left Turn Arrow | 2 ea. | 12 ea. | | | | 1 ea. | 1 ea. |
| 6 | Right Turn Arrow | 2 ea. | | | | | 2 ea. | |
| 7 | Thru Arrow | 6 ea. | | | | | 2 ea. | |
| 8 | Right/Thru Arrow | | 3 ea. | | | | | |
| 9 | Left/Thru Arrow | | | | | | 2 ea. | |
| 10 | Only Legend | 4 ea. | 5 ea. | | | | 3 ea. | 1 ea. |
| 11 | School Legend | 2 ea. | 2 ea. | | 2 ea. | | | |
| 12 | Bicycle Symbol (Shared Lane Marking) | 6 ea. | | 12 ea. | | | | |
| 13 | Yield Triangle | 28 ea. | | | | | 8 ea. | |
| 14 | Railroad Symbol(Complete) | | | | | | | |
| 15 | 6" White (Crosswalk) | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| 16 | 24" Stop Bar | N/A | N/A | N/A | N/A | N/A | N/A | N/A |

Pavement Marking Quantities – Streets (2/2) (See Location Drawing)

| Item | Description | Mary Alexander Ct. at S. Center St. | Hutton St. Rayson to Dunlap | W. Cady St. Wing to Center | Wing St. Randolph to Cady | Orchard <i>Near</i> <i>Thayer</i> | Baseline St. East of Novi Rd. |
|------------|---|---|-----------------------------------|-------------------------------------|---------------------------------|--|--|
| 1 | 4" Yellow (Centerline) | | 1,600' | | | | |
| 2 | 6" White (Bike Lane) | | | | | | |
| 3 | 4" White (Lane Line) | | | | | | |
| 4 | 6" Yellow (Cross Hatching) | | | | | | |
| 5 | Left Turn Arrow | 1 ea. | | | | | |
| 6 | Right Turn Arrow | 1 ea. | | | | | |
| 7 | Thru Arrow | | | | | | |
| 8 | Right/Thru Arrow | | | | | | |
| 9 | Left/Thru Arrow | | | | | | |
| 10 | Only Legend | 2 ea. | | | | | |
| 11 | School Legend | | | | | 3 ea. | |
| 12 | Bicycle Symbol (Shared Lane Marking) | | | 4 ea. | 10 ea. | | |
| 13 | Yield Triangle | | | | | | |
| 14 | Railroad Symbol(Complete) | | | | | | 2 ea. |
| 1 5 | 6" White (Crosswalk) | N/A | N/A | N/A | N/A | N/A | N/A |
| 16 | 24" Stop Bar | N/A | N/A | N/A | N/A | N/A | N/A |

