



CITY of NOVI CITY COUNCIL

Agenda Item 5
April 13, 2015

SUBJECT: Approval to award a unit price pavement marking services contract to RS Contracting, Inc., the low bidder, in the estimated annual amount of \$178,465. The contract term is one year with three one-year renewal options.

SUBMITTING DEPARTMENT: Department of Public Services – Field Operations Division *RA*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$178,465 (Estimated)
AMOUNT BUDGETED	\$12,000 (203-203.00-866.030 Routine Maintenance – Pavement Striping – Local Street Fund) \$130,000 (202-202.00-866.030 Routine Maintenance – Pavement Striping – Major Street Fund) \$6,600 (204-204.00-866.030 – Routine Maintenance – Pavement Striping – Municipal Street Fund) \$40,000 (101-442.20-866.208 Routine Maintenance/Parks – General Fund) \$13,000 (101-442.20-866.265 Routine Maintenance/Civic Center – General Fund) \$10,000 (101-442.20-866.301 Routine Maintenance/Police – General Fund) \$4,500 (101-442.20-866.337 Routine Maintenance/Fire – General Fund)
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	203-203.00-866.030 (Routine Maintenance – Pavement Striping – Local Street Fund) 202-202.00-866.030 (Routine Maintenance – Pavement Striping – Major Street Fund) 204-204.00-866.030 (Routine Maintenance – Pavement Striping – Municipal Street Fund) 101-442.20-866.208 (Routine Maintenance/Parks – General Fund) 101-442.20-866.265 (Routine Maintenance/Civic Center – General Fund) 101-442.20-866.301 (Routine Maintenance/Police – General Fund) 101-442.20-866.337 (Routine Maintenance/Fire – General Fund)

BACKGROUND INFORMATION:

The City's annual pavement marking program consists of approximately 50 centerline miles of the City's road system and 16 municipal parking lots. The contract term is one year, with roadway striping performed in the spring and road handwork (i.e., arrows, lettering and hatching) performed twice a year if necessary in both spring and fall. Municipal parking lot striping would be performed once per year in the spring. Upon

mutual consent of the City and the contractor, there are three one-year contract renewal options available.

Two bids were received and opened on March 3, 2015 following a public bid solicitation period. The low bidder is R.S. Contracting, Inc. R.S. Contracting's bid is recommended as being in the best interest of the City as it is responsive (i.e., R.S. has complied with all requirements of the bidding instructions) and contains the lowest unit prices. A summary of the two bids is attached.

R.S. Contracting, Inc. has satisfactorily completed several government road agency projects in the past, including pavement marking for the City of Novi in 2013-2014.

Work is scheduled to begin in May 2015.

RECOMMENDED ACTION: Approval to award a unit price pavement marking services contract to RS Contracting, Inc., the low bidder, in the estimated annual amount of \$178,465. The contract term is one year with three one-year renewal options.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Markham				

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

CITY OF NOVI
PAVEMENT STRIPING BID TAB

March 3, 2015 2:00 P.M.

	PK Contracting	RS Contracting
BASE BID -		
Part A - Longitudinal Lines Sprayable Thermoplastic)	\$ 86,280.00	\$ 87,675.00
Part B - Symbols/Alphabets/ Special Crosswalks (Waterborne)	\$ 86,260.00	\$ 84,190.00
ALTERNATE #1 - Parking Lots	\$ 6,530.00	\$ 6,600.00
TOTAL BASE BID+ALTERNATE #1	\$ 179,070.00	\$ 178,465.00

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 R.S. Contracting, Inc., whose address is 9276 Marine City Hwy, Casco Township, MI 48064, "Contractor."

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

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

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

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

Payment. The City agrees to pay the Contractor based on unit pricing as specifically set forth in the completed proposal which is a part of the attached Exhibit A. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. The Client agrees to pay Contractor amounts due after receipt of an itemized billing/invoice from Contractor detailing all materials provided and work which has been performed in connection with the billing and the hours and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing. Such payments will be made pursuant to City policy and approval by City Council.

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

Liability. Contractor shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. Consistent with this liability, the Contractor agrees to defend, pay on behalf of, and hold harmless the City, its agents,

and others working on its behalf against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the City by reason of personal injury and/or property damages which arises out of or is in any way connected or associated with this Contract.

Inspections, Notices and Remedies Regarding Work. During the performance of the work by Contractor, City shall have the right to inspect the work and its progress to assure that it complies with this Contract. If such inspections reveal a defect in the work performed or other default in this Contract, City shall provide Contractor with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Contractor shall correct the specified defects or defaults within the time specified. Upon a failure to do so, the City may terminate this Contract by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so a valid claim and charge against Contractor, or, preserve the claims of defects or defaults without termination by written notice to Contractor.

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

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

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

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

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

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

City: Peter E. Auger, City Manager, and Maryanne Cornelius, City Clerk

Contractor: Jim Valente, Treasurer

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

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

Date: _____

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Maryanne Cornelius
Its: Clerk

WITNESSES AND DATES
OF SIGNATURES:

R.S. CONTRACTING, INC.

Date: _____

By: Jim Valente
Its: Treasurer



**CITY OF NOVI
PAVEMENT STRIPING**

PROPOSAL

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

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

Item #	Description	Unit	Estimated Quantity	Unit Price	Total Amount
1.	Center Line Double Yellow	Miles	30	\$ 1,250	\$ 37,500
2.	Center Line 1 Solid Yellow 1 Skip Yellow	Miles	25	\$ 825	\$ 20,625
3.	Center Line Skip Yellow	Miles	6	\$ 300	\$ 1,800
4.	Lane Line Skip White	Miles	2	\$ 300	\$ 600
5.	Edge Line Solid White	Miles	30	\$ 660	\$ 19,800
6.	Channel Lane Solid White	Miles	6	\$ 600	\$ 3,600
7.	Lane Reduction Markings - Solid Yellow	Feet	500	\$ 1 ⁰⁰	\$ 500
8.	Lane Lines	Feet	26,000	\$.125	\$ 3,250
				TOTAL PART A	\$ 87,675

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

Item #	Description	Unit	Estimated Quantity	Unit Price	Total Amount
1.	Continental Line Spacing	Feet	4,000	\$ 3 ⁵⁰	\$ 14,000
2.	Railroad Crossing	Each	3	\$ 90 ⁰⁰	\$ 270
3.	School Markings	Each	20	\$ 55 ⁰⁰	\$ 1,100

4.	Stop Bars	Feet	7,100	\$ 2.40	\$ 17,040
5.	Arrows	Each	320	\$ 35.00	\$ 11,200
6.	Onlys	Each	240	\$ 35.00	\$ 8,400
7.	Cross Hatching	Feet	3,200	\$ 3.25	\$ 10,400
8.	6" Crosswalks	Feet	11,000	\$.80	\$ 8,800
9.	Special Crosswalks	Feet	2,400	\$ 3.25	\$ 7,800
10.	Parking Spots – Market St., Main St.	Lump Sum	1	\$ 500.00	\$ 500
11.	Bicycle Symbols	Each	72	\$ 65.00	\$ 4,680
				TOTAL PART B	84,190

ALTERNATE #1 – PARKING LOTS

Item #	Description	Unit	Quantity	Unit Price	Total Amount
1.	Parking Lots – Civic Center	Lump Sum	1	\$ 1,200.00	\$ 1,200.00
2.	Parking Lots – Police Headquarters	Lump Sum	1	\$ 700.00	\$ 700.00
3.	Parking Lot - Field Services Complex (External)	Lump Sum	1	\$ 200.00	\$ 200.00
4.	Parking Lot - Field Services Complex (Internal)	Lump Sum	1	\$ 200.00	\$ 200.00
5.	Parking Lot – Police Gun Range	Lump Sum	1	\$ 200.00	\$ 200.00
6.	Parking Lot – Fire Station #1	Lump Sum	1	\$ 200	\$ 200.00
7.	Parking Lot – Fire Station #2	Lump Sum	1	\$ 200	\$ 200.00
8.	Parking Lot – Fire Station #3	Lump Sum	1	\$ 200	\$ 200.00
9.	Parking Lot – Fire Station #4	Lump Sum	1	\$ 200	\$ 200.00
10.	Novi Dog Park	Lump Sum	1	\$ 300.00	\$ 300.00
11.	Parking Lot – Lakeshore Park	Lump Sum	1	\$ 500.00	\$ 500.00

12.	Parking Lot – Rotary Park	Lump Sum	1	\$ 500 ⁰⁰	\$ 500 ⁰⁰
13.	Parking Lots – ITC Community Sports Park	Lump Sum	1	\$ 500 ⁰⁰	\$ 500 ⁰⁰
14.	Parking Lot – Ella Mae Power Park	Lump Sum	1	\$ 500 ⁰⁰	\$ 500 ⁰⁰
15.	CEMS Building	Lump Sum	1	\$ 500 ⁰⁰	\$ 500 ⁰⁰
16.	Pavilion Shore Park	Lump Sum	1	\$ 500 ⁰⁰	\$ 500 ⁰⁰
				TOTAL ALTERNATE #1	6,600

We acknowledge the following addendums: None
(please indicate numbers)

NON-IRAN LINKED BUSINESS

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

BID SUBMITTED BY:

Company (Legal Registration) R.S. Contracting, Inc.
 Address 9276 Marine City Hwy
 City Casco Twp State Mi. Zip 48864
 Telephone 586-716-1503 Fax 586-716-1603
 Representative's Name (please print) Jim Valente
 Representative's Title Treasurer
 Representative's Signature [Signature]
 E-mail JValente@RSContracting.com
 Date 2/18/15



CITY OF NOVI
PAVEMENT MARKING
VENDOR QUESTIONNAIRE

Firm Name R.S. Contracting, Inc.
Address 9276 Marine City Hwy
City Casco Twp State Mi. Zip 48064
Telephone 586-716-1503 Fax 586-716-1603
Authorized agent's name Jim Valente
Authorized agent's title Treasurer
Authorized agent's email address JValente@rscontracting.com
Web address _____

1. Firm Established 1991 Years in Business: 25
2. Type of Organization: (Circle One)
a. Individual b. Partnership c. Corporation d. Joint Venture e. Other
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?
a. No Yes _____ Reason: _____
4. Under what other or former names has your organization operated?

5. How many full time employees? 40 Part time? _____
6. Are you able to provide insurance coverage as required by this RFP? Yes
7. Provide information relative to the experience your company has had working with municipalities. Please provide the names and contact names & numbers of municipalities where service was provided.

"See Attached"
next page



REFERENCES:

Chuck Bergmann – Michigan Department of Transportation
(810) 650-2393

Tim Richards – Michigan Department of Transportation
(269) 998-0640

Greg West – Oakland County Road Commission
(248) 858-4812

Benny McCaskey – City of Novi
(248) 735-5640

Ellen – City of Birmingham
(248) 644-1800

Member of the (MRBA) Michigan Road Builders
Association since 2000

Please check our web site at www.rscontracting.com



STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

RICK SNYDER
GOVERNOR

KIRK T. STEUDLE
DIRECTOR

July 08, 2014

R. S. Contracting, Inc.
9276 Marine City Hwy
Casco MI 48064-4209

04288

(586) 716-1503

Dear Vendor:

In accordance with our Administrative Rules we have established your numerical rating which is based on a financial rating of \$ 11,258,000.00, covering the classifications in the amounts stated below. This prequalification rating is effective until April 30, 2016.

11258	N3	- Pavement Marking
400	N93D	- Grinding And Grooving
200	N96I	- Raised Pavement Markers

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.

Jill D. Mullins
Manager
Construction Contracts Section
Contract Services Division

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

"See Attached"
INDOT Prequal Rating

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

Jim Valente (owner) 32 years Experience

10. How many clients does your company currently serve with the type of services described? Provide a list.

20 plus
INDOT Regions: Southwest, University, Metro
Cities: Novi, Farmington Hills, Southfield, Warren
Livonia + many more

11. Provide an Equipment List that will be on site and available for use by the crew performing striping services. Attach separate sheet if necessary.

(2) Spray Thermoplastic Application Vehicles
(2) Melter Trucks } All INDOT Certified
(2) Backup Vehicles } with Arrow Boards
Misc Trucks } + Beacons

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

1. Company name "See Attached"

Address _____
City, State Zip _____
Contact name _____ Phone _____
Type of service provided _____
How many years have you provided this service to this firm? _____

2. Company name _____
Address _____
City, State Zip _____
Contact name _____ Phone _____
Type of service provided _____
How many years have you provided this service to this firm? _____

3. Company name _____
Address _____
City, State Zip _____
Contact name _____ Phone _____
Type of service provided _____
How many years have you provided this service to this firm? _____

13. Claims & 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: _____

Date 2/18/15



**NOTICE - CITY OF NOVI
REQUEST FOR PROPOSALS**

PAVEMENT STRIPING

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

Sealed proposals will be received until **2:00 P.M.** prevailing Eastern Time, **Tuesday, March 3, 2015**, at which time proposals will be opened and read. Proposals shall be addressed and delivered to:

**CITY OF NOVI
CITY CLERK'S OFFICE**
45175 Ten Mile Rd.
Novi, MI 48375-3024

All proposals 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"

AND MUST BEAR THE NAME OF THE PROPOSER.

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

Sue Morianti
Purchasing Manager

Notice dated: February 17, 2015

NOTICE TO PROPOSERS:

The City of Novi officially distributes RFP documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of RFP 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 RFP 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 PROPOSERS

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

IMPORTANT DATES

RFP Issue Date	February 17, 2015
Last Date for Questions	Tuesday, February 24, 2015 by 12:00 P.M. Submit questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	Tuesday, March 3, 2015, by 2:00 P.M.

PROPOSAL SUBMITTALS

Provide **three (3)** copies of your bid, **one (1)** unbound signed and clearly marked as ORIGINAL, and **two (2)** copies of the original bid, clearly marked as COPY. Original bid may be clipped but should not be stapled or bound. Copies may be stapled and bound. The original and copies should be identical, excluding the obvious difference in labeling. 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 PROPOSAL FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

CHANGES TO THE RFP/ADDENDUM

Should any prospective Proposer be in doubt as to the true meaning of any portion of the Request for Proposal, or should the Proposer find any patent ambiguity, inconsistency, or omission therein, the Proposer 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 RFP and shall be taken into account by each proposer in preparing their proposal. Only written addenda are binding. It is the Proposer's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on proposal 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 PROPOSALS

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

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the proposer 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 proposals and to award the contract to other than the lowest proposer, waive any irregularities or informalities or both, to reject any or all proposals, and in general, to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best 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 PROPOSALS

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

To be considered, sealed proposals must arrive at City Clerk's Office, on or before the specified time and date. There will be no exceptions to this requirement. Proposal is considered received when in the possession of the City Clerk. Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposal. Proposals 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 proposals. The City reserves the right to postpone an RFP opening for its own convenience.

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

A proposal 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.

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

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

No proposal 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 PROPOSALS

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 proposals on a fair and uniform basis. Unit prices shall be submitted if space is provided on proposal 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 proposal 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 RFP documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the proposal form. If Contractor neglects to make the notation on the proposal form but writes it somewhere else within the RFP 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 RFP documents will be applicable during the term of the contract.

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 proposer 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 proposer 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.

NON-DISCRIMINATION

In the hiring of employees for the performance of work under this contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

ACCEPTANCE OF PROPOSAL CONTENT

Should a contract ensue, the contents of the proposal of the successful Proposer 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 RFP is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward and concise description of the contractor's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

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

INDEPENDENT PRICE DETERMINATION

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

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

Each person signing the proposal certifies that:

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

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



CITY OF NOVI
PAVEMENT STRIPING
SPECIFICATIONS

SERVICE TO BE PROVIDED

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

We anticipate that the Sprayable Thermoplastic will be applied on the longitudinal lines once per year in the spring, and the waterborne paint items would be applied in the spring, and possibly in the fall.

The City reserves the right to determine what areas need to be painted for either application and makes no guarantee that all the areas listed will be painted during 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 proposal 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 contract period will be for one (1) year. Upon mutual consent of the City of Novi and the successful proposer, the contract may be renewed three (3) times in one (1) year increments.

METHOD OF MEASUREMENT AND PAYMENT

A. MEASUREMENT

1. Centerline striping will be measured along the centerline of the roadway in miles or part thereof.
2. Edge marking will be measured along the edge of the roadway in miles or part thereof.
3. Stop bars will be measured in linear feet.
4. Arrows shall be in conformance with the standard symbols for highway signs and pavement markings and will be measured in units.
5. Only's shall be in conformance with the standard alphabets for highway

- signs and pavement markings and will be measured in units.
6. Railroad Grade Crossing Markers shall conform to the standards of Section 8B-4, Michigan Manual of Uniform Traffic Control Devices and will be measured in complete units. A complete unit will consist of the following:
 - a. One (1) twenty-four inch (24") wide Stop Bar.
 - b. One (1) X which is sixteen inches (16") wide and twenty feet (20') long.
 - c. One (1) set Railroad letters six feet (6') long and one foot (1') wide.
 - d. Two (2) two foot (2') wide transverse lines.
 - e. No Passing markings as required.
 7. School markings shall be in conformance with the standard alphabets for highway signs and pavement markings and will be measured in units.
 8. Special crosswalks shall be in conformance with pavement markings and will be measured in linear feet.
 9. Crosswalks shall be measured in linear feet.
 10. Bike Path Symbols shall be measured in units
 11. Cross-hatching shall be measured in linear feet.
 12. Channel lines shall be measured in Miles
 13. Skip lines shall be measured in Miles.

B. PAYMENT

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

DEFINITIONS

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

visibility, special crosswalks will have diagonal or longitudinal cross hatch lines as shown in the MMUTCD Figure 3B-16.

GENERAL SPECIFICATIONS AND CONDITIONS OF SERVICE

- A. It shall be the Contractor's responsibility to examine, firsthand, the roadways indicated on the attached map to fully understand the scope and location of the work called for under this proposal.
- B. The Contractor shall understand that scheduling of striping days with the Department of Public Services constitutes a vital proposal/agreement condition as it is the primary goal of the City to insure that the striping of all City streets scheduled for striping be done in such a manner so as to minimize both inconvenience to the public and disruption of the normal flow of traffic. Main road intersections shall not be striped before 9:00 am or after 3:00 pm, Monday - Friday.
- C. The Contractor's performance shall be monitored by the Department of Public Services. The Scheduling of the work shall be made through the Department of Public Services, and no work shall begin until the approval of the DPS Superintendent or his designee, has been secured.
- D. The Contractor shall provide and maintain in full operation and at all times during the tenure of this proposal/agreement, a sufficient crew of laborers, equipment operators, tools, materials, and reliable equipment necessary for the performance of this service. All equipment used in the performance of the contract shall be equipped with strobe lights, flashers, and all other appropriate cautionary and safety systems in compliance with all City, State and Federal laws and regulations. The Contractor shall be staffed with properly trained and equipped personnel, including "flagpersons", where and when such personnel are necessary to insure the safety of the Contractor's staff and equipment as well as the safety of the City and motoring public.
- E. Prior to application of pavement marking, it shall be the Contractor's responsibility that the pavement surfaces are clean, dry and free of all foreign materials.
- F. The City of Novi reserves the right to inspect the bidder's equipment before making an award of the bid.
- G. The Contractor shall be responsible for the appearance, conduct, discipline, and supervision of all his employees involved in the service.
- H. All machines and equipment used by the Contractor in the performance of this service shall be of uniform appearance with company name and logo and shall be maintained in a reasonably neat, clean and safe operating condition.
- I. Contractor shall report to the designated City representative on a daily basis by E-mail with a completed work summary of the previous day and its schedule for the present day.
- J. Contractor is responsible for maintaining traffic at all times. Striping is to be done in such a manner so as to minimize inconvenience to the public and disruption of the normal flow of traffic. The contractor may perform the contracted work during evening/overnight hours with the consent of the city.
- K. Adequate precautions are to be taken for the safety of the public as well as property. City staff will be the final authority in the determination of whether Contractor has used "adequate precautions".

SPECIFICATIONS FOR PAVEMENT MARKING

A. **COLORS:** White and Yellow

B. **GENERAL:** **Spec Book Information
Section 811**

<http://mdotcf.state.mi.us/public/specbook/files/2012/811%20Perm%20Pavt%20Markings.pdf>

Section 920

<http://mdotcf.state.mi.us/public/specbook/files/2012/811%20Perm%20Pavt%20Markings.pdf>

Qualified Products List

http://www.michigan.gov/documents/MDOT-Material_Source_Guide_Qualified_Products_84764_7.pdf

811.03D1 is Waterborne and 811.03D6 is Sprayable Thermoplastic.

OTHER REQUIREMENTS AND AGREEMENTS

A. **TIME:** It is agreed that if the Contractor shall be unavoidably delayed in fulfilling the requirements and agreements by reason of excessive storm or floods or acts beyond the control of the **CONTRACTOR**, or strikes, or by court injunction, or by stopping of the work by the City because of an emergency or public necessity, or reason of alterations order by the City, the **CONTRACTOR** shall have no valid claim for damage on account of any cause or delay; but he shall in such case be entitled to such an extension of specified time limits as the City shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the **CONTRACTOR** within a week after the date upon which such alleged cause or delay shall have occurred.

B. **CITY'S RIGHT TO COMPLETE:** It is agreed that if at any time the Contractor shall abandon this work; or if he should be adjudged as bankrupt, or if his performance of this agreement is being unnecessarily or unreasonably delayed; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on account of his insolvency; or if he should persistently or repeatedly fail to supply enough properly skilled workmen or sufficient suitable materials for the work; or if he should habitually fail to make prompt payment to subcontractors or to pay promptly for materials and labor; or if he should persistently disregard laws or ordinances or directions of the City; or if he should willingly violate any of the substantial provisions of this agreement; then in such case the City, after giving the Contractor and his sureties written notice thereof, may order the Contractor to discontinue all work under this agreement or any part thereof.

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

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

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

ASSIGNMENT OF AGREEMENT

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

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

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

PROTECTION OF PROPERTY

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

INSURANCE

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

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



CITY OF NOVI

SPRAYABLE THERMOPLASTIC MARKING MATERIAL

Overview

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

Materials

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

Material Safety

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

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

Construction Materials

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

Application Limitations

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

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

Measurement and Payment

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



CITY OF NOVI
2015 PAVEMENT STRIPING ESTIMATES

The City of Novi proposes the following estimate quantities:

Centerline

Double Yellow	30 Miles
1 Solid Yellow / 1 Skip Yellow	25 Miles
Skip Yellow	6 Miles

Lane Line

Skip White	2 Miles
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Edge Line

Solid White	30 Miles
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Channel Lines

Solid White	6 Miles
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Lane Reduction Lines

Solid Yellow	500 Feet
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Other

Railroad Grade Crossing Markers	3 Each
School Markings	20 Each

Intersection Markings

Stop Bars	7,100 Feet
Arrow (right, left and/or thru and/or combinations)	320
Onlys	240
Cross Hatching	3,200 Feet
6" Crosswalks (Standard, or longitudinal)	11,000 Feet
Special Crosswalks	2,400 Feet

Railroad Grade Crossing Markers

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

School Markings Locations

- 1 at 11 Mile Road west of Taft Rd.
- 1 at 11 Mile Road east of Taft Rd
- 1 at 11 Mile Road east of Wixom Rd.
- 2 at Meadowbrook Road (South of 13 Mile Road)
- 2 at Nine Mile Road (East of Beck Road)

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

Parking Spots:

Main St.

Bicycle Symbols:

East Lake Drive
South Lake Drive
Beck Rd.

Traffic Divisional Island:

West Oaks at Novi Rd.
6" White Continental Lines - 450 Linear Feet
24" White Outline Lines - 200 Linear Feet
West Park Dr 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	45125 Ten Mile Rd, Novi, MI 48375
Field Services Complex	26300 Delwal, Novi, MI 48375
Internal Parking	
External Parking	
Police Gun Range	26350 Delwal, Novi, MI 48375
Fire Station 1	42975 Grand River, Novi, MI 48375
Fire Station 2	1919 Paramount, Novi, MI 48377
Fire Station 3	42785 Nine Mile Rd., Novi, MI 48375
Fire Station 4	49375 Ten Mile Rd., Novi, MI 48374
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
CEMS Building	25804 Beck Rd., Novi, MI 48374
Pavilion Shore Park	43390 Thirteen Mile Road, Novi, MI 48377
Novi Dog Park	42400 Nick Lidstrom Dr., Novi, MI 48375



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

3. The Contractor shall not discriminate against any employee, or applicant for employment because of 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.