

Commissioners
Michael Slusarski
Stanley Wilson
Robert Emery

LENAWEE COUNTY
BOARD OF COUNTY ROAD COMMISSIONERS
Wayland P. Hart Maintenance Facility
2461 Treat Highway
Adrian, Michigan 49221-4009

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NOTICE TO BIDDERS

PAVEMENT MARKING

Lenawee County Road Commission

Sealed proposals will be received by the Lenawee County Road Commission at their office, 2461 Treat Highway, Adrian, Michigan until 1:30 p.m., Thursday, January 09, 2025, at which time the proposals will be publicly opened and read for the following:

PAVEMENT MARKING

The above material must meet current Michigan Department of Transportation specifications or Lenawee County Road Commission specifications.

Proposals will be accepted on Road Commission form **Only** and are to be in a sealed envelope plainly marked

“PAVEMENT MARKING BID – 2025”

Any further information may be obtained at the Lenawee County Road Commission offices at the above address or on our web page www.lenaweeroads.com

Bids will be publicly opened, read and available for review at the time specified. Following the bid opening the bids are reviewed by various staff members in order to make a recommendation to the County Board of Road Commissioners at its next regular meeting. During this time period the bids are closed and information regarding the bids are not available. Bids will be awarded at the next regularly scheduled Board Meeting of the Board of County Road Commissioners following the due date for receipt of bids.

The right is reserved to accept or reject any or all bids or any part of same, to waive irregularities and/or informalities in bids and to make the award in whole or in part as may appear to be in the best interests of the Lenawee County Road Commission and Lenawee County.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF LENAWE
Michael Slusarski, Commissioner
Stan Wilson, Commissioner
Robert Emery, Commissioner

INSTRUCTIONS TO BIDDERS
and
GENERAL CONDITIONS

The Michigan Department of Transportation 2020 Standard Specifications for Construction are incorporated as part of these bidding documents and shall govern except as provided in the Invitation to Bid, Instructions to Bidders and General Conditions, Proposal, Contract, Supplemental Specifications, Special Provisions and Plans. Reference to the Department or Commission in the Michigan Department of Transportation 2012 Standard Specifications for Construction shall for this project mean the Board of County Road Commissioners of the County of Lenawee, hereinafter referred to as "Board", unless otherwise specified.

OWNER

The owner of the project is the Board of County Road Commissioners of the County of Lenawee, also referred to as the "Board."

ENGINEER

The Engineer is the County Highway Engineer, or the individual assigned by the County Highway Engineer to oversee the project. The person assigned as the Project Engineer may be an employee of the board, a consultant or an outside contractor hired by the Board.

BIDDER

The Bidder is one who submits a signed bid with the required documentation directly to the Board at the time and place specified.

BID FORMS

Sealed proposals must be submitted on the bid forms furnished by the Board. The proposal shall be submitted in its entirety with no modifications or changes except as authorized by an addendum and with no pages removed. Unit prices as listed will govern in determining the correct total of the bid. All proposals must be filled out in ink or typewritten and shall be legibly signed, giving the complete name and address of the bidder.

All bids must be in a sealed envelope and clearly marked "Pavement Marking Bid - 2023". Bids failing to meet this requirement will not be considered.

OPENING OF BIDS

Bids will be received by the Board of Lenawee County Road Commissioners at 2461 Treat Highway, Adrian, Michigan, 49221, until 3:00 P.M., local time on Thursday, January 12, 2023, at which time they will be publicly opened and read aloud.

ACCEPTANCE AND/OR REJECTION OF BIDS

The Board reserves the right to accept, reject and/or modify any or all bids, to waive irregularities therein, and to make the award in any manner deemed to be in the best interest of the Lenawee County Road Commission.

TITLE VI ASSURANCE

The Lenawee County Road Commission, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC 2000d to 2000d-4) and Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, hereby notifies all bidders that it assures that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, gender, age, or disability in consideration for an award.

PROHIBITION OF DISCRIMINATION

In accordance with Act No. 453, Public Acts of 1976, the Contractor and subcontractors hereby agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the Contractor and subcontractors hereby agree not to discriminate against an employee or applicant for employment tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.

CONTRACT EXECUTION

The bidder to whom the contract is awarded shall, within ten (10) calendar days, after notice of award, enter into a written contract with the Board of Lenawee County Road Commissioners and furnish bonds as hereinafter specified. Failure to execute a contract or furnish satisfactory bonds will be considered cause for annulment of award and forfeiture of the proposal guarantee. Please note that this contract is a one-year contract and will last for the year 2025.

EXTENSION OF CONTRACT

Upon mutual agreement of both parties, the Board may extend the length of the Contract for up to three additional one-year terms. The pricing, terms, and conditions of the original contract will remain the same for any subsequent one-year extensions. Requests for a contract extension must be made in writing to the Lenawee County Road Commission by February 1st.

PERFORMANCE AND LIEN BONDS

The successful bidder to whom the contract is awarded shall furnish two (2) surety bonds as follows:

- A. Performance Bond - To the Board of Lenawee County Road Commissioners for the faithful fulfillment of the terms of the contract in the amount of one hundred percent (100%) of the total contract amount.
- B. Lien Bond - To the Board of Lenawee County Road Commissioners for the payment of all labor and materials used in the work in the amount of fifty percent (50%) of the total contract amount.

INCREASED OR DECREASED QUANTITIES

The Board of Lenawee County Road Commissioners reserves the right to increase or decrease quantities from those originally estimated and such changes will be paid for at the unit price bid.

CALLBACK PROVISION FOR PAVEMENT MARKING CONTRACT

The Contractor will be required to make a minimum of four (4) trips this year. The first trip phase (Phase I) will be the primary part of the pavement marking program and *multiple trips for the second phase* (Phase II) will be in the late Summer to Late Fall to provide paint for roads which have been resurfaced in the interim. There will be no callback or mobilization fee paid for Phase II trips, regardless of mileage.

TIME OF COMPLETION

For Phase I, all work is to be completed no later than June 30, 2023.

For Phase II, all work is to be completed not later than November 15, 2023, unless approved by the Engineer. *NOTE: The Engineer will provide the contractor with a list of Phase II roads that are ready for striping.*

PAYMENTS TO CONTRACTOR

The Contractor shall invoice the Lenawee County Road Commission for their work on the contract. The invoice shall contain, at a minimum, the following information: road name and limits, the quantities of work completed and the contract unit prices.

FINAL INSPECTION, ACCEPTANCE AND FINAL PAYMENT

The engineer will make a final inspection of all work included in the contract each year and notify the contractor of defects to be remedied prior to final acceptance for that year. Upon satisfactory completion of the work by the contractor, a yearly final estimate will be prepared. Payment for all work completed and accepted, less previous payments, will be made within thirty (30) days of final acceptance.

INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE

Indemnification. The Contractor must hold harmless, indemnify, defend and represent the Board and its officers, agents and employees against any and all claims for bodily injury or property damage, or any other claim arising out of performance of the work on this contract. The Contractor will not be responsible for claims that result from the sole negligence or willful acts of said indemnitee.

Workers' Compensation Insurance. The Contractor must carry the necessary Workers' Compensation Insurance and submit a certification that it carries Workers' Compensation to the Board.

Bodily Injury and Property Damage. The Contractor must carry adequate insurance, satisfactory to the Board, to afford protection against all claims for damage to public or private property and injuries to persons arising out of performance of the work. Copies of completed certificates must be submitted to the Board.

1. General Liability, Bodily Injury and Property Damage. The Contractor must provide the following minimum limits of property damage and bodily injury liability:

Bodily Injury and Property Damage Liability:

Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

2. Automobile Liability, Bodily Injury and Property Damage Liability. The Contractor must provide the following minimum limits of property damage and bodily injury liability:

Bodily Injury and Property Damage Liability:

Each Person	\$500,000
Each Occurrence	\$1,000,000

Property Damage Liability:

Each Occurrence	\$1,000,000
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3. Umbrella Policy. The contractor may meet the requirements of the above minimum limits of bodily injury and property liability through an umbrella policy.

Additional Insured and Endorsement. The Bodily Injury and Property Damage Policy must include the following endorsements, verbatim:

"Additional Insured: The Board of County Road Commissioners of the County of Lenawee, the Lenawee County Road Commission and its officers, agents and employees."

"Provide written notice ten (10) days prior to cancellation, expiration, termination or reduction in coverage for nonpayment of the premium and written notice thirty (30) days prior to cancellation, expiration, termination or reduction in coverage for all other reasons."

Notice. The Contractor must ensure that all insurance policies and binders include an endorsement by which the insurer agrees to notify the Department in writing at least 30 days before there is a cancellation or material change in coverage. The Contractor must stop operations if any insurance is canceled or reduced and must not resume operations until new issuance is in force.

Reports. The Contractor or insurance carrier shall report to the Board any claims received, inspections made and the disposition of claims. The Board will withhold final payment release until either the Contractor pays the claim or until final disposition of the claim by the Contractor's insurance company has been received by the Board.

**LENAWEE COUNTY
Pavement Marking
2025**

ITEMIZED BID SHEET

ITEM OF WORK	QUANTITIES	UNIT	UNIT PRICE BID	AMOUNT
Pavt Mrkg, Waterborne, 4 inch Yellow	2,250,000	FT	\$ _____	\$ _____
Pavt Mrkg, Waterborne, 4 inch White	310,000	FT	\$ _____	\$ _____
Pavt Mrkg, RUMBLE STRIPS "RAISED"	80	FT	\$ _____	\$ _____
Pavt Mrkg, Waterborne, Railroad Symbol	36	EACH	\$ _____	\$ _____
Pavt Mrkg, Waterborne, 24" Stop bar	1,080	FT	\$ _____	\$ _____
Pavt Mrkg, Waterborne, Rt Turn Arrow	2	EACH	\$ _____	\$ _____
Pavt Mrkg, Waterborne, Lt Turn Arrow	6	EACH	\$ _____	\$ _____
Pavt Mrkg, Waterborne, Thru/Rt Turn Combo	6	EACH	\$ _____	\$ _____
Pavt Mrkg, Waterborne, "ONLY"	6	EACH	\$ _____	\$ _____
Pavt Mrkg, Waterborne, "SCHOOL"	8	EACH	\$ _____	\$ _____
Pavt Mrkg, Waterborne, 6" inch Crosswalk	84	FT	\$ _____	\$ _____
Pavt, Mrkg, Cold Plastic 12" Crosswalk	176	FT	\$ _____	\$ _____
Pavt Mrkg, Only Cold Plastic, 6" Tape	160	FT	\$ _____	\$ _____
Pavt. Mrkg, 6" 3M 270 Tape w/ Glue	160	FT	\$ _____	\$ _____

TOTAL: \$ _____

CONTRACTOR: _____

SIGNED: _____

DATE: ____ / ____ / ____

PROPOSAL

Date _____

Board of County Road Commissioners of the County of Lenawee
2461 Treat Highway, Adrian, Michigan 49221

Gentlemen:

The undersigned has examined the plans specifications, and location of the work described herein and is fully informed as to the nature of the work and the conditions relating to its performance and understands that the quantities shown in the estimate are approximate only and are subject to either increase or decrease; and hereby proposes to furnish all necessary machinery, tools, apparatus and other means of doing the work, do all the work, furnish all the materials, and for the unit prices named in the accompanying unit price schedule, to complete the work in strict accordance with the plans and specifications therefor.

The undersigned further proposes to do such extra work as may be ordered by you, prices for which are not included in the itemized bid, compensation therefore to be made on the basis agreed upon before such extra work is begun.

In submitting this bid, it is understood that the right is reserved by the Lenawee County Road Commission to reject any or all bids or any part of same, to waive irregularities and/or informalities and to award in part or entirety as may appear to be in the best interest of Lenawee County Road Commission.

Name of Bidder: _____

Signed: _____

By: _____

Title: _____

Address of bidder: _____

Email Address: _____

Telephone: _____

Notes: If the bidder is a co-partnership, each member must sign this proposal.

Corporations must execute the proposal by duly authorized officials in accordance with its articles of Incorporation and a certified copy of such Articles must be attached hereto.

SPECIAL PROVISION FOR PAVEMENT MARKING APPLICATIONS

Description of work

This work shall consist of furnishing and applying specified retro reflectorized pavement markings at locations shown on the plans, in the proposal, or as directed by the Engineer in accordance with the current Michigan Manual of Uniform Traffic Control Devices. The contractor shall furnish all labor, equipment, tools, transportation, necessary supplies and shall perform all operations to complete the work in accordance with the Michigan Department of Transportation Standard Specifications and these Special Provisions.

No Passing Zones will have been surveyed and the limits marked by others.

All other layout work necessary for the location and placing of centerline, edge lines, and lane lines shall be the responsibility of the Contractor and will not be paid for separately.

All markings, shapes, and dimensions shall conform to the latest Michigan Department of Transportation (MDOT) typical plans for pavement markings.

Materials

The specified marking materials shall be lead free and selected from the MDOT's Qualified Products List (QPL) – See current MDOT Materials Sampling Guide and shall comply with the most current "MDOT Standard Specifications for Construction".

Each container shall be plainly marked, both on the head and side, with a durable, weather-resistant marking, showing the name and address of the manufacture, description of the material, batch number, date of manufacture, and volume of contents.

The Road Commission retains the right to test any product at its discretion. The Contractor will provide samples when requested by the Engineer.

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

The contractor will 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 part III (Hazardous Waste Management) of Public Act 451 of 1994 (Natural Resources and Environmental Protection Act).

Equipment

The pavement marking equipment shall be self-propelled when used to apply longitudinal lines. All pressurized lines shall have water or oil traps installed and operating at all times. The Road Commission reserves the right to inspect the contractor's equipment prior to the start of the work and anytime during the contract.

The self-propelled pavement marker used to apply centerline shall be capable of applying three, 4-inch minimum width lines on a two-lane road, in one pass of the equipment. The equipment shall have sufficient paint capacity to enable sustained pavement marking operations and shall be equipped so as to assure uniform application of bead dispensers.

The contractor shall use a dashing mechanism, capable of being easily adjusted, to retrace existing lane and centerline markings. The pavement marking machine shall have a method of measuring the flow rate of the material to the applied line. A flowmeter, graduated tanks, or other method approved by the Engineer is acceptable for measuring flow rate.

The self-propelled pavement marker shall allow pavement marking to be applied in either direction on a given roadway and the skip cycle shall be continuous. The cycle control unit shall not zero or return to the beginning or start of a new cycle even though the skip line markings are interrupted by intersections, dual line no passing zones, school or pedestrian crossings, railroad grade crossings, etc.

It is also necessary to maintain the cycle through No Passing Zones where the centerline skip marking is omitted in double yellow markings.

The Contractor's equipment shall include distance meter to measure the length of each applied line. The Engineer shall check the calibration of any metering device prior to the start of the work and may check calibration of any metering device at the Road Commission's discretion during the duration of the contract. The accuracy and reliability of the equipment being used shall be satisfactory to the Engineer. When the equipment is unsatisfactory other methods determined to be acceptable to the Engineer shall be used. No work shall progress until the determination has been made.

Equipment shall be capable of applying material to the required length and width and assure uniform application of the materials.

All vehicles used in the marking operation shall be equipped with rotating or oscillating flashers which are visible from both the front and rear of the vehicle. The pavement marking vehicle shall be equipped with the Illuminated Target Arrow, Type B capable of being visible from either the front or rear of the vehicle.

The trailing vehicle shall be equipped with an appropriate sign visible from the rear indicating the following legend:

“PAVEMENT MARKING AHEAD”

The trailing vehicle shall also be equipped with an Illuminated Target Arrow, Type B, which shall be visible from the rear.

An additional vehicle may be required on roads where traffic volumes or prevailing conditions indicate a need for additional safety precautions during marking operations.

Construction Methods

Prior to application of the 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 track. Lines to be retraced that are covered by large amounts of dirt and debris may require cleaning according to the call back provisions in the contract. All liquid materials shall be thoroughly mixed at all times during application. Thinning of liquid materials will not be permitted. When applying multiple centerlines the spray guns shall be set at 6-inch centers.

Pavement markings shall consist of 4-inch wide lines. Lines shall be white or yellow, and solid or broken, as shown on the plans or in the proposal or as directed by the Engineer. A solid line of the color specified shall have no gaps or spaces of unapplied material. An edge line shall be a solid line. A double line of the color specified shall be applied as either two solid lines or one solid line and one broken line. Both lines shall have equal width. Broken lines shall be applied in a 50-foot cycle consisting of a 12½-foot segment and a 37½-foot gap between segments.

The lateral deviation of the new (not retraced) lines shall not exceed 1-inch from the proposed location alignment.

Existing pavement markings are to be retraced with lines of equal length, allowing for a longitudinal tolerance of 12-inches and a transverse tolerance of 1-inch. For existing 4-inch wide lines, the width shall be between 4-inches and 4¼-inches.

Pavement marking shall be applied uniformly at the rate shown in the following table. Application rates will be determined by dividing the quantity used by the length of line painted.

Pavement Marking Material Application Rates Per Mile

Line Type	Material	Glass Beads (lbs.)	
		Waterborne Paint 8 lbs./gal.	Regular Dry Paint 6 lbs./gal.
Broken 4"	4	32	24
Solid 4"	16	128	96
Double 4" 2 solid	32	256	192
1 solid; 1 broken	20	160	120

Pavement marking lines shall be straight or of uniform curvature and shall conform with the tangents, curves, and transitions as specified in the pavement marking plans and/or as directed by the Engineer.

Applied pavement markings with defects such as, but not limited to, fuzzy edges, non-uniform thickness, improper width, or non-uniform retroreflective features, or and adhesion failure with the pavement surface, shall be considered unacceptable and replaced at the Contractor’s expense.

The Contractor shall correct pavement Markings that are improperly located. Improperly located markings shall be removed at the Contractor’s expense; in a manner acceptable to the Engineer, and reapplied in the correct locations at the Contractor’s expense.

The protection of the wet paint shall be the responsibility of the Contractor. Cost of protecting the wet paint shall be included in the pay items listed in the Proposal. Pavement markings damaged by traffic, that were not applied and protected in compliance with MDOT pavement marking convoy requirements shall be re-applied and tracked lines removed at the Contractor’s expense as directed by the Engineer.

Weather and Time Limitations

Waterborne

Waterborne paint shall be applied when the surface temperature of the pavement is 50 degrees F or higher and the pavement is dry. The Contractor shall be responsible for making the decision to apply waterborne paint on a specific day when there is a high probability of rain in the forecast. If applied lines are washed away because of the rain the Contractor shall be responsible for re-applying the lines at no additional expense to the Road Commission. Waterborne Pavement Marking materials can be placed immediately on new bituminous pavement. Waterborne pavement marking material shall not be placed before May 1 or after October 1.

Regular Dry

Regular dry paint shall be applied when the surface temperature of the pavement is 40 degrees or higher. New bituminous wearing surface shall be in place for a period of not less than 14 days prior to application of regular dry pavement markings. When it is necessary to apply regular dry paint after November 1, the 14 day waiting may be waived at the discretion of the Engineer.

Coordinating Clause

It is planned that the Lenawee County Road Commission will be conducting it’s own operations during the life of this contract and the Contractor’s attention is called to the requirements of cooperation with others as covered in the Standard Specifications.

A “Log of Pavement Marking Locations” is available upon request at the Lenawee County Road Commission office (2461 Treat Highway). As noted on the log some roads will be under construction this summer and will be ready for pavement marking at various times. It is required that the pavement marking

contractors be available for four (4) return trips to Lenawee County as the roads become ready for marking.

No claims for extra compensation or adjusts in contract unit prices will be made for these return trips to Lenawee County to complete the pavement marking.

Measurement and Payment

Payment for accepted work completed shall be made at the contract unit prices, or prices adjusted as described herein. Payment shall be full compensation for all materials, labor, traffic control, documentation, mobilization, and equipment necessary for placement of the pavement marking material.

Skip Line/Broken Line – markings applied in a 50 ft cycle consisting of a 12.5 ft segment and a 37.5ft gap between segments and shall be measured by linear foot. Measurement shall not be made when these lines occur in no-passing zones.

No-Passing Zones/Solid – no-passing zones shall be measured by linear foot and shall include just the solid line and not its adjacent skip line. The no-passing zone in each lane (double yellow) shall be measured for payment each lane separately. Where no-passing zones in opposite directions do not overlap, and this distance of 400 feet or less, skip line shall be placed and measured for payment with the item of no-passing zones.

Edge Line – edge line shall be measured by linear foot. This item shall also include measurement and payment for turn lane marking.

Railroad Crossing Symbol – railroad crossing symbol shall be paid as each. The 24” stop bar above and below the “RxR” marking shall be paid for separately.

Stop Bar– the 24” railroad crossing stop bar close to the tracks, above and below the “RxR’ symbol shall be measured by linear foot. This item shall also include measurement and payment for 24” stop bar at the intersections.

Left, Right & Straight Arrow – left, right & straight individual arrows shall be paid as each.

Thru/Right turn Combo- this arrow shall be paid as each.

“Only” symbol- this symbol shall be paid as each

School Crossing Markings – school crossing markings shall be measured as each. The school symbol on each side of the school shall be a single item.

Crosswalk 6”- the crosswalk markings shall be measured by linear foot.

Rumble Strip”Raised”- the rumble strip shall be measured by linear foot