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CITY of NOVI CITY COUNCIL

Agenda Item 1
February 22, 2010

SUBJECT: Approval to award a one year renewal option of the Municipal Parking Lot Striping contract with Hart Pavement Striping Corporation, based on the terms, conditions and pricing of the existing contract for an estimated annual cost of \$9,420 and an effective date of May 18, 2010.

SUBMITTING DEPARTMENT: Department of Public Services – Field Operations Division 

CITY MANAGER APPROVAL 

EXPENDITURE REQUIRED	\$9,420.00
AMOUNT BUDGETED	
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	Various Accounts

BACKGROUND INFORMATION:

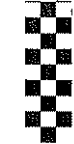
On April 6, 2009 the Novi City Council approved a contract for municipal parking lot striping services with Hart Pavement Striping Corporation. The contract term was for one year, with striping being performed twice a year (spring and fall). Upon mutual consent of the City and Hart Pavement Striping Corporation there are two one-year renewal options available.

Hart Pavement Striping Corporation has satisfactorily completed municipal lot striping for the City of Novi in 2009 at 16 locations throughout the City. The contractor was responsive, and met general requirements and specifications of the contract. Hart Pavement Striping Corporation has indicated a willingness to extend the contract prices for pavement marking from the year 2009 through 2010. Please see attached contract.

RECOMMENDED ACTION: Approval to award a one year renewal option of the Municipal Parking Lot Striping contract with Hart Pavement Striping Corporation, based on the terms, conditions and pricing of the existing contract for an estimated annual cost of \$9,420 and an effective date of May 18, 2010.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Crawford				
Council Member Fischer				

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



HART PAVEMENT STRIPING CORPORATION

2530 E. Buno Road, Milford, MI 48381
(248) 684-4191 Office (248) 684-4194 Fax

February 5, 2010

City of Novi
45175 West Ten Mile Road
Novi, MI 48375

To whom it may concern:

Hart Pavement Striping Corporation would like to extend the 2009 parking lot striping contract price of \$4,210.00 to the City of Novi for the 2010 season parking lot striping. The magnitude of the parking lot striping will remain the same as defined by 2009 public contract for parking lot striping. Thank you for the opportunity to work for the City of Novi.

Sincerely,

Dann Hart
President
Hart Pavement Striping Corporation

**STRIPING, SIGN INSTALLATION, SIGN BASES, PARKING BLOCKS, PAINT DISTRIBUTOR, SIGNS,
asphalt paving, asphalt repair, catch basin repairs, seal coating, crack filling ETC.**

CONTRACT

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, 45175 W. Ten Mile, Novi, Michigan 48375 "City", Hart Pavement Striping Corp., 2530 E. Buno Rd., Milford, MI 48381, "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. 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 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 is to be provided to the City during the entire contract period. The Contractor shall also supply all necessary payment and performance bonds in a form acceptable to the City as required in Attachment A.

Time of Work. The contractor shall commence work within fifteen (15) calendar days after the notice to proceed is issued. All work must be completed within fifteen (15) working days after the contractor begins 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 an amount not to exceed the sum of \$9,420.00, based on unit price, after satisfactory completion of the work and within thirty (30) days of receiving a final bill or invoice for the work from the Contractor, accompanied by a sworn statement and full unconditional waivers of lien, confirming that all subcontractors and any material suppliers have been paid in full.

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: Sue Morianti, Purchasing Manager, with a copy to Thomas R. Schultz, Secrest, Wardle, Lynch, Hampton, Truex and Morley, 30903 Northwestern Highway, Farmington Hills, MI 48333.

Contractor: Hart Pavement Striping Corp., 2530 E. Buno Rd., Milford, MI 48381.

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.

[signatures on next page}

WITNESS AND DATES
OF SIGNATURES:

Marilyn S. Frontman

Date: 5/18/09

Marilyn S. Frontman

Date: 5/18/09

[Signature]

Date: 5-6-09

CITY OF NOVI

[Signature]
By: David B. Landry
Its: Mayor

Debra Blashfield
By: ~~Maryanne Cornelius~~ **DEBRA BLASHFIELD-DEPUTY CITY CLERK**
Its: ~~Clerk~~

CONTRACTOR

[Signature]
By: Hart Pavement Striping Corp.,
Dan Hart
Its: President



**CITY OF NOVI
PAVEMENT STRIPING**

PROPOSAL

We, the undersigned as bidder, propose to furnish the City of Novi, according to the conditions and specifications attached hereto and made a part hereof, and to be done in the Spring & Fall of 2009, roadway striping for the following price:

We acknowledge the following addendums: _____

NA

(please indicated numbers)

BASE BID (Paint only)

Item #	Description	Unit	Estimated Quantity	Unit Price ^{per} Row	Total Amount
1.	Center Line Double Yellow	Miles	26.2	\$.16 / 844.80	\$ 22,133.76
2.	Center Line 1 Solid Yellow 1 Skip Yellow	Miles	17.75	\$.16 / 844.80	\$ 14,995.20
3.	Center Line Skip Yellow	Miles	5.75	\$.10 / 528	\$ 3,036.00
4.	Lane Line Skip White	Miles	6.6	\$.10 / 528	\$ 3,484.80
5.	Edge Line Solid White	Miles	33.2	\$.10 / 528	\$ 17,529.60
6.	Channel Lane Solid White	Miles	2.8	\$.50 / 2640	\$ 7,392.00
7.	Lane Reduction Markings - Solid Yellow	Feet	200	\$ 1.00	\$ 200.00
8.	Railroad Crossing	Each	5	\$ 100	\$ 500.00
9.	School Markings	Each	19	\$ 100	\$ 1,900.00
10.	Stop Bars	Feet	3302	\$ 200	\$ 660,400.00
11.	Arrows	Each	223	\$ 50	\$ 11,150.00
12.	Onlys	Each	175	\$ 100	\$ 17,500.00
13.	Lane Lines	Feet	26,068	\$.10	\$ 2,606.80
14.	Cross Hatching	Feet	1,322	\$.30	\$ 396.60
15.	6" Crosswalks	Feet	5475	\$.30	\$ 1,642.50
16.	Special Crosswalks	Feet	2719	\$.40	\$ 1,087.60
17.	Continental Line Spacing	Feet	3781	\$.40	\$ 1,512.40

Item #	Description	Unit	Estimated Quantity	Unit Price	Total Amount
18.	Parking Spots - Market St., Main St.	Lump Sum	1	\$ 400	\$ 400
19.	Bicycle Symbols	Each	72	\$ 50	\$ 3600
20.	White Pedestrian Lines	Feet	6,227	\$.25	\$ 1556.75
21.	Traffic Divisional Islands (both)	Lump Sum	1	\$ 800	\$ 800

TOTAL / Each Application \$ 120,027.41

COMBINED TOTAL (x2) \$ 240,054.82

ALTERNATE #1 - PARKING LOTS

Item #	Description	Unit	Quantity	Unit Price	Total Amount
1.	Parking Lots - Civic Center	Lump Sum	1	\$ 800	\$ 800
2.	Parking Lots - Police Headquarters	Lump Sum	1	\$ 400	\$ 400
3.	Parking Lot - DPW Facility	Lump Sum	1	\$ 200	\$ 200
4.	Parking Lot - Inside DPW Garage	Lump Sum	1	\$ 200	\$ 200
5.	Parking Lot - Police Gun Range	Lump Sum	1	\$ 200	\$ 200
6.	Parking Lot - Fire Station #1	Lump Sum	1	\$ 200	\$ 200
7.	Parking Lot - Fire Station #2	Lump Sum	1	\$ 200	\$ 200
8.	Parking Lot - Fire Station #3	Lump Sum	1	\$ 200	\$ 200
9.	Parking Lot - Fire Station #4	Lump Sum	1	\$ 200	\$ 200
10.	Parking Lot - Ice Arena	Lump Sum	1	\$ 420	\$ 420
11.	Parking Lot - Meadowbrook Commons	Lump Sum	1	\$ 500	\$ 500
12.	Parking Lot - Lakeshore Park	Lump Sum	1	\$ 200	\$ 200
13.	Parking Lot - Rotary Park	Lump Sum	1	\$ 200	\$ 200
14.	Parking Lots - ITC Community Sports Park	Lump Sum	1	\$ 350	\$ 350
15.	Parking Lot - Elia Mae Power Park	Lump Sum	1	\$ 240	\$ 240
16.	Parks Storage Facility	Lump Sum	1	\$ 200	\$ 200

TOTAL ALTERNATE #1 \$4,710.00

ALTERNATE #2 - Sprayable Thermoplastic ← can not perform

Item #	Description	Unit	Estimated Quantity	Unit Price	Total Amount
1.	Center Line Double Yellow	Miles	26.2	\$ NA	\$ NA
2.	Center Line 1 Solid Yellow 1 Skip Yellow	Miles	17.75	\$ NA	\$ NA
3.	Center Line Skip Yellow	Miles	5.75	\$ NA	\$ NA
4.	Lane Line Skip White	Miles	6.6	\$ NA	\$ NA
5.	Edge Line Solid White	Miles	33.2	\$ NA	\$ NA
6.	Channel Lane Solid White	Miles	2.8	\$ NA	\$ NA
7.	Lane Reduction Markings - Solid Yellow	Feet	200	\$ NA	\$ NA
8.	Railroad Crossing	Each	5	\$ NA	\$ NA
9.	School Markings	Each	19	\$ NA	\$ NA
10.	Stop Bars	Feet	3302	\$ NA	\$ NA
11.	Arrows	Each	223	\$ NA	\$ NA
12.	Onlys	Each	175	\$ NA	\$ NA
13.	Lane Lines	Feet	26,068	\$ NA	\$ NA
14.	Cross Hatching	Feet	1,322	\$ NA	\$ NA
15.	6" Crosswalks	Feet	5475	\$ NA	\$ NA
16.	Special Crosswalks	Feet	2719	\$ NA	\$ NA
17.	Continental Line Spacing	Feet	3781	\$ NA	\$ NA
18.	Parking Spots - Market St., Main St.	Lump Sum	1	\$ NA	\$ NA
19.	Bicycle Symbols	Each	72	\$ NA	\$ NA
20.	White Pedestrian Lines	Feet	6,227	\$ NA	\$ NA
21.	Traffic Divisional Islands (both)	Lump sum	1	\$ NA	\$ NA

ALTERNATE #2 TOTAL/ Each Application \$ CWP

ALTERNATE #3 - Raised Pavement Marker - Can not perform

Item #	Description	Unit	Unit Price
1.	Install new RPM per specs	Each	\$ NA
2.	Replace RPM per specs	Each	\$ NA
3.	Remove RPM per specs	Each	\$ NA

Bid submitted by:

Company (Legal Registration) Hart Pavement Striping Corp

Name (printed) Darin D. Hart

Title: President

Signature D D Hart Date 2/26/09