

cityofnovi.org

# CITY of NOVI CITY COUNCIL

Agenda Item <sup>J</sup>  
February 22, 2010

**SUBJECT:** Approval to award a one year renewal option of the Replacement of Raised Pavement Markers contract with P.K. Contracting, Inc. based on the terms, conditions and pricing of the existing contract for an estimated annual cost of \$10,595 and an effective date of May 18, 2010.

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

**CITY MANAGER APPROVAL:**

<b>EXPENDITURE REQUIRED</b>	<b>\$10,595</b>
<b>AMOUNT BUDGETED</b>	<b>\$816,200 (Major Streets)</b>
<b>APPROPRIATION REQUIRED</b>	<b>N/A</b>
<b>LINE ITEM NUMBER</b>	<b>202-202.00-866.000 Major Streets</b>

**BACKGROUND INFORMATION:**

On April 6, 2009 the Novi City Council approved a contract for replacement of raised pavement markers with P.K. Contracting Inc. consisting of approximately 160 markers contained in the City's road system. The contract term was for one year, with marker replacement being performed as requested. Upon mutual consent of the City and P.K. Contracting Inc, there are two one-year renewal options available.

P.K. Contracting, Inc. has indicated a willingness to extend the contract prices for pavement marking from the year 2009 through 2010. The department did not replace any units in 2009 as they were found to be in satisfactory condition.

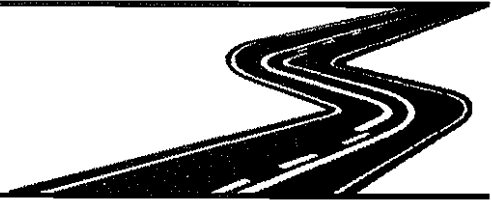
**RECOMMENDED ACTION:** Approval to award a one year renewal option of the Replacement of Raised Pavement Markers contract with P.K. Contracting, Inc. based on the terms, conditions and pricing of the existing contract for an estimated annual cost of \$10,595 and an effective date of May 18, 2010.

	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				

# P.K. CONTRACTING, INC.

1965 Barrett • Troy, Michigan 48084  
(248) 362-2130 • (248) 362-4969 Fax



February 1, 2010

Mr. Matt Wiktorowski  
City of Novi  
Department of Public Services  
26300 Delwal  
Novi, MI 48375

RE: Letter of Intent  
2009 Recessed Pavement Marking Contract

Dear Sir:

P.K. Contracting agrees to hold the pricing from the 2009 bid through the construction season.

If there are any questions, please feel free to contact me at 1-248-362-2130, ext. 115.

Sincerely,

Lawrence F. Schlafley  
Agent

mwiktorowski - City of Novi - 2-1-10

## 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", P.K. Contracting, Inc., whose address is 1965 Barrett, Troy, MI 48084, "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 \$10,595.00, 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: P.K. Contracting, Inc., 1965 Barrett, Troy, MI 48084

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. Troutman  
Marilyn S. Troutman

Date: May 16, 2009

Marilyn S. Troutman  
Marilyn S. Troutman

Date: May 18, 2009

Karen Busionetto

Date: May 12, 2009

CITY OF NOVI

David B. Landry  
By: David B. Landry  
Its: Mayor

Debra Blasfield  
By: ~~Maryanne Commins~~ Debra Blasfield  
Its: ~~Clerk~~ Deputy Clerk

CONTRACTOR

Sandra J. Bitner  
By: P.K. Contracting, Inc.,  
Lawrence F. Schlafley Sandra J. Bitner  
Its: Agent SB



**CITY OF NOVI  
PAVEMENT STRIPING**

**PROPOSAL FORM (REVISED)**

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: 1  
(please indicated numbers)

**BASE BID**

Item #	Description	Unit	Estimated Quantity	Unit Price	Total Amount
1.	Center Line Double Yellow	Miles	26.2	\$ 950.40	\$ 24,900.48
2.	Center Line 1 Solid Yellow 1 Skip Yellow	Miles	17.75	\$ 595.00	\$ 10,561.25
3.	Center Line Skip Yellow	Miles	5.75	\$ 119.50	\$ 687.13
4.	Lane Line Skip White	Miles	6.6	\$ 119.50	\$ 788.70
5.	Edge Line Solid White	Miles	33.2	\$ 475.25	\$ 15,778.30
6.	Channel Lane Solid White	Miles	2.8	\$ 475.25	\$ 1,330.70
7.	Lane Reduction Markings - Solid Yellow	Feet	200	\$ 0.12	\$ 24.00
8.	Railroad Crossing	Each	5	\$ 195.00	\$ 975.00
9.	School Markings	Each	19	\$ 115.00	\$ 2,185.00
10.	Stop Bars	Feet	3302	\$ 4.50	\$ 14,859.00
11.	Arrows	Each	223	\$ 45.00	\$ 10,035.00
12.	Onlys	Each	175	\$ 50.00	\$ 8,750.00
13.	Lane Lines	Feet	26,068	\$ 0.12	\$ 3,128.16
14.	Cross Hatching	Feet	1,322	\$ 1.25	\$ 1,652.50
15.	6" Crosswalks	Feet	5475	\$ 1.25	\$ 6,843.75
16.	Special Crosswalks	Feet	2719	\$ 5.50	\$ 14,954.50

Item #	Description	Unit	Estimated Quantity	Unit Price	Total Amount
17.	Continental Line Spacing	Feet	3781	\$ 5.50	\$ 20,795.50
18.	Parking Spots – Market St., Main St.	Lump Sum	1	\$ 1,750.00	\$ 1,750.00
19.	Bicycle Symbols	Each	72	\$ 50.00	\$ 3,600.00
20.	White Pedestrian Lines	Feet	6,227	\$ 0.135	\$ 847.40
21.	Traffic Divisional Islands (both)	Lump Sum	1	\$ 3,090.00	\$ 3,090.00

TOTAL / Each Application \$ 147,529.61  
~~147,536.36~~

COMBINED TOTAL (x2) \$ 295,059.22

#### ALTERNATE #1 – PARKING LOTS

Item #	Description	Unit	Quantity	Unit Price	Total Amount
1.	Parking Lots – Civic Center	Lump Sum	1	\$ 1,950.00	\$ 1,950.00
2.	Parking Lots – Police Headquarters	Lump Sum	1	\$ 1,275.00	\$ 1,275.00
3.	Parking Lot - DPW Facility	Lump Sum	1	\$ 950.00	\$ 950.00
4.	Parking Lot - Inside DPW Garage	Lump Sum	1	\$ 500.00	\$ 500.00
5.	Parking Lot – Police Gun Range	Lump Sum	1	\$ 425.00	\$ 425.00
6.	Parking Lot – Fire Station #1	Lump Sum	1	\$ 350.00	\$ 350.00
7.	Parking Lot – Fire Station #2	Lump Sum	1	\$ 150.00	\$ 150.00
8.	Parking Lot – Fire Station #3	Lump Sum	1	\$ 215.00	\$ 215.00
9.	Parking Lot – Fire Station #4	Lump Sum	1	\$ 500.00	\$ 500.00
10.	Parking Lot - Ice Arena	Lump Sum	1	\$ 1,750.00	\$ 1,750.00
11.	Parking Lot - Meadowbrook Commons	Lump Sum	1	\$ 750.00	\$ 750.00
12.	Parking Lot – Lakeshore Park	Lump Sum	1	\$ 150.00	\$ 150.00
13.	Parking Lot – Rotary Park	Lump Sum	1	\$ 350.00	\$ 350.00
14.	Parking Lots – ITC Community Sports Park	Lump Sum	1	\$ 500.00	\$ 500.00
15.	Parking Lot – Ella Mae Power Park	Lump Sum	1	\$ 975.00	\$ 975.00

16.	Parks Storage Facility	Lump Sum	1	\$ 225.00	\$ 225.00
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TOTAL ALTERNATE #1 11,015.00

**ALTERNATE #2 - Sprayable Thermoplastic**

\* Sprayable Thermoplastic

\*\* Waterborne Paint

Item #	Description	Unit	Estimated Quantity	Unit Price	Total Amount
1.	Center Line * Double Yellow	Miles	26.2	\$ 1695.00	\$ 44,409.00
2.	Center Line * 1 Solid Yellow 1 Skip Yellow	Miles	17.75	\$ 1050.00	\$ 18,637.50
3.	Center Line * Skip Yellow	Miles	5.75	\$ 211.95	\$ 1218.71
4.	Lane Line * Skip White	Miles	6.6	\$ 211.95	\$ 1398.87
5.	Edge Line * Solid White	Miles	33.2	\$ 850.00	\$ 28,220.00
6.	Channel Lane * Solid White	Miles	2.8	\$ 850.00	\$ 2380.00
7.	Lane Reduction * Markings - Solid Yellow	Feet	200	\$ .35	\$ 70.00
8.	Railroad Crossing **	Each	5	\$ 195.00	\$ 975.00
9.	School Markings **	Each	19	\$ 115.00	\$ 2185.00
10.	Stop Bars **	Feet	3302	\$ 4.50	\$ 14,859.00
11.	Arrows **	Each	223	\$ 45.00	\$ 10,035.00
12.	Onlys **	Each	175	\$ 50.00	\$ 8750.00
13.	Lane Lines *	Feet	26,068	\$ 0.16	\$ 4170.88
14.	Cross Hatching **	Feet	1,322	\$ 1.25	\$ 1652.50
15.	6" Crosswalks **	Feet	5475	\$ 1.25	\$ 6843.75
16.	Special Crosswalks **	Feet	2719	\$ 5.50	\$ 14954.50
17.	Continental Line Spacing **	Feet	3781	\$ 5.50	\$ 20,795.50
18.	Parking Spots - Market St., Main St. **	Lump Sum	1	\$ 1750.00	\$ 1750.00
19.	Bicycle Symbols **	Each	72	\$ 50.00	\$ 3600.00



Item #	Description	Unit	Estimated Quantity	Unit Price	Total Amount
20.	White Pedestrian Lines*	Feet	6,227	\$ 0.24	\$ 1,494.48
21.	Traffic Divisional Islands (both)**	Lump sum	1	\$ 3,090.00	\$ 3,090.00

ALTERNATE #2 TOTAL/ Each Application \$ ~~3,090.00~~ 191,489.69

**ALTERNATE #3 - Raised Pavement Marker**

Item #	Description	Unit	Unit Price
1.	Install new RPM per specs	Each	\$ 65.00
2.	Replace RPM per specs	Each	\$ 65.00
3.	Remove RPM per specs	Each	\$ 35.00

Additional Information/Comments/Clarifications

None

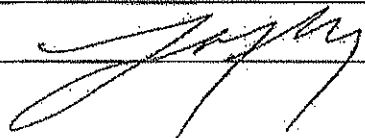
Bid submitted by:

Company (Legal Registration) P. K. CONTRACTING INC.

Name (printed) LAWRENCE F. SCHLAFLEY

Title: Lawrence F. Schlafley, Agent

Signature



Date 3-3-09