City of Birmingham
A Walkable Community

MEMORANDUM

Police Department

DATE: **July 6, 2015**

TO: **Joseph A. Valentine, City Manager**

FROM: **Donald A. Studt, Chief of Police**

SUBJECT: **Contract Lane Painting – Pavement Markings 2015-16**

On June 25, 2013 the police department requested sealed proposals for the painting of street lane markings for the 2013-14 fiscal year with a bid opening on July 13, 2013. This invitation to bid was published on the Michigan Intergovernmental Trade Network (MITN). Two price quotes were requested, one for the fall of 2013 and one for the spring of 2014. Two bids were received for the entire scope of the project, which includes handwork (painting of all crosswalks, parking spaces, and symbols) and centerline striping.

The city commission approved contracts for handwork painting with Hart Pavement Striping Corporation in the amount of $66,400.00, and with R.S. Contracting, Inc. for center and long line striping in the amount of $9,700.00. The work was satisfactorily completed during the 2013-14 fiscal year.

The bid specifications provided for the City to offer the successful vendor(s) an option to extend at the same rate for two (2) additional years through mutual consent. On July 28, 2014 the city commission approved renewals for both Hart Pavement Striping and R.S. Contracting for the 2014-15 fiscal year. The work was again satisfactorily completed during last fiscal year by both companies.

Dann D. Hart, President of Hart Pavement Striping Corporation has agreed to extend pricing from the 2013 bid for the final extendable year per the terms of the original contract. The police department recommends renewing the contract with Hart Pavement Striping Corporation for the handwork (painting of all crosswalks, parking spaces, and symbols) in the amount of $66,400.00 combined total for spring of 2015 and fall of 2016.

James Valente, Treasurer of R.S. Contracting, Inc. has declined to extend the 2013-14 pricing for the 2015-16 fiscal year, therefore the police department requested sealed proposals for the painting of center lane and long line pavement markings for the 2015-16 fiscal year with a bid opening on June 23, 2015. This invitation to bid was published on the Michigan Intergovernmental Trade Network (MITN). One price quote was requested for the spring of 2016 as center and long line markings are applied once per year. Three bids were received for pavement markings for the spring of 2016 as follows:

M&M Pavement Marking, Inc.	$11,897.00
RS Contracting, Inc.	10,501.00
P.K. Contracting, Inc.	10,027.00

The police department recommends awarding the centerline / longline striping spring 2016 pavement marking contract to P.K. Contracting, Inc.

Sufficient funds are allocated in the 2015-16 major streets budget contract lane painting account to provide for these expenditures.

SUGGESTED RESOLUTION:

To accept the bid of P.K. Contracting, Inc. for painting centerline striping in the amount of $10,027.00 for the spring 2016 pavement marking contract; further authorizing and directing the mayor and city clerk to sign the agreement on behalf of the city; further to award the contract for 2015-16 pavement marking handwork contract to Hart Pavement Striping Corporation in the amount of $66,400.00 for combined fall 2015 and spring 2016 paintings; further authorizing and directing the mayor and city clerk to sign the contract on behalf of the city; further to authorize these budgeted expenditures from account number 202-303-001-937.0200.

CONTRACT

THIS AGREEMENT made the _____day of July, 2015, by and between the CITY OF BIRMINGHAM, Oakland County, Michigan, hereinafter called the "city", and Hart Pavement Striping Corporation of Milford, MI hereafter called the "contractor" relative to the painting of street pavement markings in the amount of $66,400.00 total for the fall of 2015 and spring of 2016 to wit:

1. All advertisements for bids, proposals, instructions to bidders, specifications, plans, hereto attached or herein referred to, shall be and are hereby made a part of this agreement.

2. The contractor shall provide street pavement markings in the fall of 2015 and spring of 2016, as set forth in the attached proposal, and in accordance with the plans and specifications which have been made a part of this agreement in a manner, time and place, as therein set forth.

3. The city promises and agrees to pay said contractor for the painting of pavement markings under this agreement at the price provided in the attached quotation.

4. For the faithful performances of the terms of this agreement, said parties respectively bind themselves, their successors, heirs, executors, administrators, and assigns.

IN WITNESS WHEREOF, the parties execute this agreement as of the day and year first written above.

CITY OF BIRMINGHAM

Attested: _____
Laura M. Pierce
City Clerk

By: _____
Stuart Lee Sherman
Mayor

Witnessed: _____

HART PAVING STRIPING CORPORATION

By: _____
Dann D. Hart, President

Witnessed: Veronica Williams

APPROVAL (1.135 City Code)

Timothy J. Currier
Timothy J. Currier
City Attorney as to Form

Joseph A. Valentine
Joseph A. Valentine
City Manager as to Substance

Mark Gerber
Director of Finance as to
Financial Obligations

Donald A. Studt
Police Chief as to Substance

CONTRACT

THIS AGREEMENT made the _____day of July, 2015, by and between the CITY OF BIRMINGHAM, Oakland County, Michigan, hereinafter called the "city", and P.K. Contracting, Inc. of Troy, MI hereafter called the "contractor" relative to the painting of street pavement markings in the amount of $10,027.00 total for centerline stripings in the spring of 2016 to wit:

1. All advertisements for bids, proposals, instructions to bidders, specifications, plans, hereto attached or herein referred to, shall be and are hereby made a part of this agreement.

2. The contractor shall provide street pavement markings in the spring of 2016, as set forth in the attached proposal, and in accordance with the plans and specifications which have been made a part of this agreement in a manner, time and place, as therein set forth.

3. The city promises and agrees to pay said contractor for the painting of pavement markings under this agreement at the price provided in the attached quotation.

4. For the faithful performances of the terms of this agreement, said parties respectively bind themselves, their successors, heirs, executors, administrators, and assigns.

IN WITNESS WHEREOF, the parties execute this agreement as of the day and year first written above.

CITY OF BIRMINGHAM

Attested: _____
Laura M. Pierce
City Clerk

By: _____
Stuart Lee Sherman
Mayor

Witnessed: _____

P.K. CONTRACTING, INC.

By: _____
Aden Shea
Vice President

Witnessed: Adeline St. Charles

APPROVAL (1.135 City Code)

Timothy J. Currier w/perm M. Kucharo
Timothy J. Currier
City Attorney as to Form

Joseph A. Valentine
Joseph A. Valentine
City Manager as to Substance

Mark Gerber
Director of Finance as to
Financial Obligations

Donald A. Studt
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