



CITY of NOVI CITY COUNCIL

Agenda Item D
May 20, 2013

SUBJECT: Approval to award a contract for the Department of Public Services' Maintenance Bay Painting Project to Cornerstone Painting, Inc., the low bidder, in the amount of \$20,000.

SUBMITTING DEPARTMENT: Department of Public Services *PSU*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$20,000
AMOUNT BUDGETED	\$35,580
APPROPRIATION REQUIRED	\$0
LINE ITEM NUMBER	101-442.30-934.000 Building Maintenance

BACKGROUND INFORMATION:

This project includes power-washing and painting the fleet maintenance bays, the auto wash bay and the tool crib/parts room at the Field Services Complex (see highlighted areas on the attached drawing).

DPS's facility is approximately 28 years old and has never been power-washed or painted, and consequently it has been subjected to a significant accumulation of dirt, oil, and exhaust fumes that have made this part of the building's appearance extremely dingy and worn. Once power-washed and painted, these maintenance areas will be a safer, healthier, and more professional environment in which to work.

The attached Invitation To Bid was posted on the MITN website. Bids were opened on April 30, 2013 and Cornerstone Painting, Inc. provided the low bid as summarized in the table below and as detailed in the attached Bid Tabulation:

Bidder	Total Price
Cornerstone Painting, Inc.	\$ 20,000
MLP Painting, Inc.	\$ 21,500
Performance Coatings, LLC.	\$ 36,899

Cornerstone Painting completed other City projects, to include painting second floor offices at the Civic Center as well as the locker room at the Police Department, and is highly recommended by the Facility Operations Department.

This project is scheduled to be completed before June 30, 2013.

RECOMMENDED ACTION: Approval to award a contract for the Department of Public Services' Maintenance Bay Painting Project to Cornerstone Painting, Inc., the low bidder, in the amount of \$20,000.

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

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

CITY OF NOVI
Maintenance Bay Painting Project - Bid Tab
April 30, 2013, 11:00 AM

COMPANY	Price		Wash Bay (sq. ft)*	Wash Bay Total sq. ft.	Main Garage (sq. ft)*	Main Garage Total sq. ft.	Parts Room (sq. ft)*	Parts Room Total Square Feet	Total sq. ft.	Days to Complete	Warranty	Addenda	Bid Bond
Cornerstone Painting, Inc.	\$20,000	Ceiling	720	4,920	4,080	15,840	1,600	4,640	25,400	14	3 yrs	1 and 2	Yes
		Walls	3,480		7,680		1,440						
		Floor	720		4,080		1,600						
MLP Painting, Inc.	\$21,500	Ceiling	779	4,600	2,665	10,842	1,341	3,982	19,424	8-10	3 yrs	1 and 2	Yes
		Walls	3,042		5,512		1,300						
		Floor	779		2,665		1,341						
Performance Coatings, L.L.C.	\$36,899	Ceiling	798	5,496	2,840	11,940	1,125	3,856	21,292	6	3 yrs	1 and 2	Yes
		Walls	3,900		6,260		1,606						
		Floor	798		2,840		1,125						

*Bidders took measurements and provided quantity estimates

REVISED



cityofnovi.org

CITY OF NOVI BID FORM

DEPARTMENT OF PUBLIC SERVICES MAINTENANCE BAY PAINTING PROJECT

We, the undersigned as bidder, propose to furnish to the City of Novi, according to the prices, specifications, terms, conditions and instructions attached hereto and made a part thereof:

A. Power Wash, Paint, Epoxy \$ 20,000 Lump Sum

Walkthrough Field Measurements:

Wash bay	Ceiling (sq. ft)	<u>720</u>
	Walls (sq. ft)	4680 <u>3480</u>
	Floor (sq. ft)	<u>720</u>

Main Garage	Ceiling (sq. ft)	<u>4680</u>
	Walls (sq. ft)	<u>7680</u>
	Floor (sq. ft)	<u>4680</u>

Parts room	Ceiling (sq. ft)	<u>1600</u>
	Walls (sq. ft)	<u>1440</u>
	Floor (sq. ft)	<u>1600</u>

Projected Days required to complete the work 14

Warranty ~~1 year~~ 3 years (correction) Sun Maricanti

REFERENCES: Please provide at least three client three references for projects of similar scope done in the last three years.

Company Dee Petri Ferndale Schools
 Address 8585 Saratoga, Oak Park
 Phone 248 399-6377 Contact name Dee Petri / Bruce Bethley

Company Charter Township of Redford
 Address 15145 Beech Dale Redford
 Phone 734 574 0665 Contact name John Selmi

REVISED

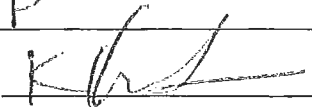
Company DDC Group
Address 2250 Geneva Park dr Brighton
Phone 810560-1749 Contact name Kevin Wilson

EXCEPTIONS TO SPECIFICATIONS (all exceptions must be indicated here):

COMMENTS:

We acknowledge receipt of the following Addenda: 1, 2
(please indicate addenda numbers)

THIS BID SUBMITTED BY:

Company (Legal Registration) Cornerstone Painting Inc.
Address 27066 Westland Redford.
City Redford State MI Zip 48240
Telephone 313 549-4553 Fax _____
Representative's Name (please print) Ken Kwok
Representative's Title VP
Representative's Signature 
E-mail Ken@cornerstone-78@gmail.com
Date 4/24/13



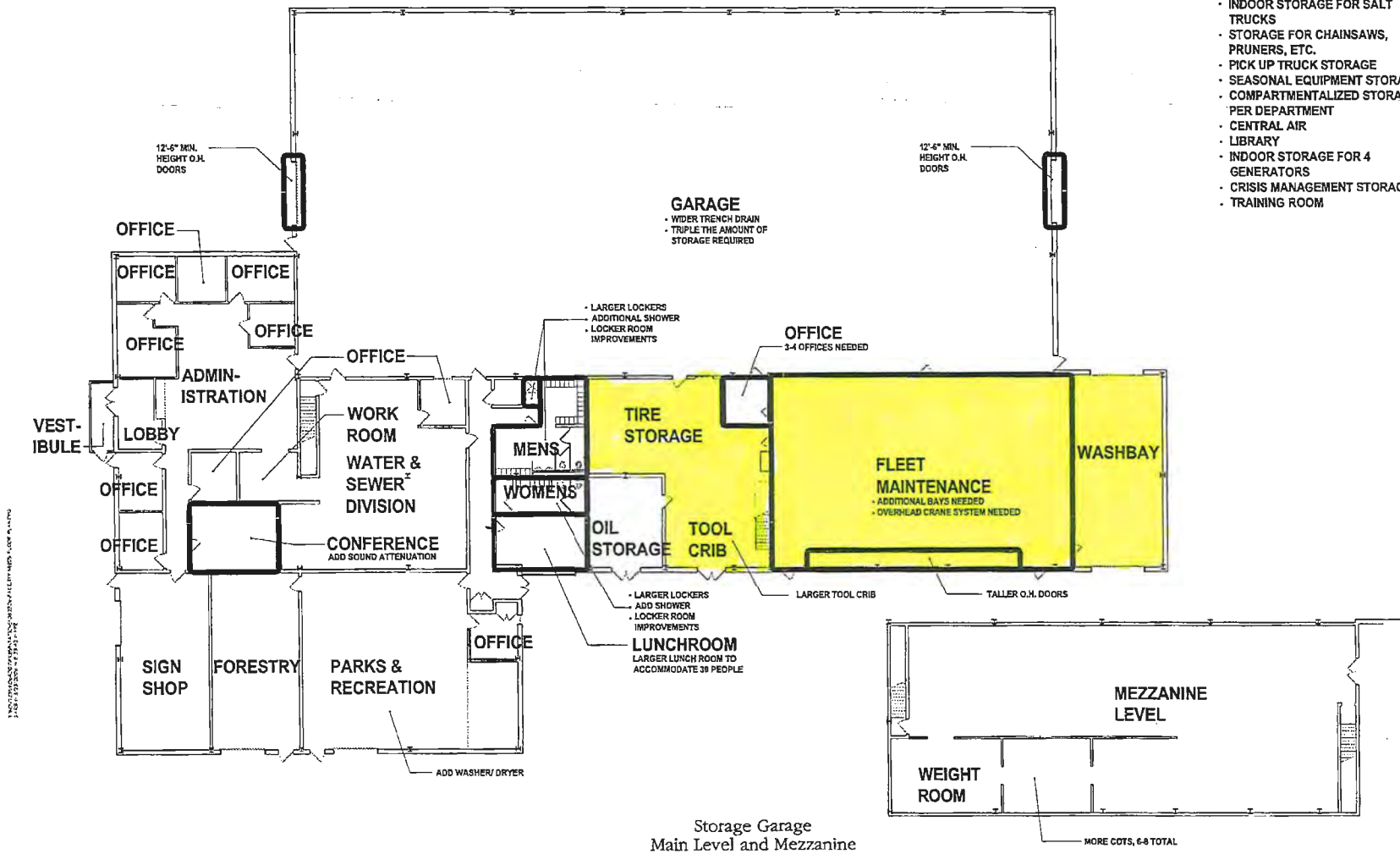
Wall in maintenance bay showing typical existing conditions.

CITY OF NOVI DEPARTMENT OF PUBLIC WORKS

FACILITY NEEDS MASTER PLAN

NEEDS AND FUTURE NEEDS:

- ADD ADDITIONAL EQUIPMENT STORAGE
- INDOOR STORAGE FOR SALT TRUCKS
- STORAGE FOR CHAINSAWS, PRUNERS, ETC.
- PICK UP TRUCK STORAGE
- SEASONAL EQUIPMENT STORAGE
- COMPARTMENTALIZED STORAGE PER DEPARTMENT
- CENTRAL AIR
- LIBRARY
- INDOOR STORAGE FOR 4 GENERATORS
- CRISIS MANAGEMENT STORAGE
- TRAINING ROOM



Storage Garage
Main Level and Mezzanine



DRAFT

CONTRACT FOR DPS MAINTENANCE BAY PAINTING PROJECT

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, a Michigan municipal corporation, whose address is 45175 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and Cornerstone Painting, Inc., whose address is 27066 Westland Road, Redford, MI 48240, (hereinafter referred to as "Contractor").

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Contractor shall provide the materials and perform the services described on and in Schedule A (the "Work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract shall commence upon approval by Council and when scheduled by authorized City representative.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount services and materials as specifically set forth in the completed Proposal attached which are part of the attached Schedule 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 within thirty (30) days of receipt of an itemized billing/invoice from Contractor detailing all materials provided and work 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.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A. Contractor will obtain written approval of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

- A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days.

If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days notice in writing of such termination.

2. For convenience: The Client may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The Client shall pay all reasonable costs incurred by the Contractor up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.

- B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

Article V: Independent Contractor/Vendor Relationship.

- A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor and/or vendor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

- B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

- A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and 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 Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.
- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule B, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule B.

Article VII: Information.

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

Article VIII: General Provisions.

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- B. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client 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.

- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Dispute Resolution/Arbitration. The parties agree that any disputes regarding a claimed violation of this agreement shall first be submitted in writing to the other party in an attempt to settle the matter before pursuing other legal actions or notices provided for in this agreement. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response from the other party, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary. The aforementioned initial written communications between the parties also shall indicate whether the party is willing to submit the dispute to binding arbitration, non-binding mediation or other form of alternate dispute resolution, and share equally the costs for same. Upon the parties agreeing to any such method of dispute resolution and a timetable for doing so, pursuit of other legal actions shall be deferred until the process has been completed. In any binding arbitration, the arbitrator shall provide a written statement of the reasons and basis for an award or decision, a judgment of the Oakland County Circuit Court may be entered based on the arbitration award or decision, and each party shall be responsible for their own costs and attorney fees.
- F. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client (and by extension for the Township should the work be accepted and implemented by the Township) and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.
- G. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:
- Client: City Manager Clay J. Pearson and City Clerk Maryanne Cornelius
Contractor: Ken Kwek, Vice-President
- H. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.
- I. 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.

- J. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.

- K. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

IN WITNESS WHEREOF, the Client and the Contractor have executed this Contract in Oakland County, Michigan, as of the date last listed below.

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Maryanne Cornelius
Its: Clerk

CONTRACTOR

Date: _____

By: Ken Kwek
Its: Vice President



**NOTICE - CITY OF NOVI
INVITATION TO BID**

**DEPARTMENT OF PUBLIC SERVICES
MAINTENANCE BAY PAINTING PROJECT**

The City of Novi will receive sealed bids for **DPS Maintenance Bay Painting Project** according to the specifications of the City of Novi.

A mandatory pre-bid meeting will be held Tuesday, April 16, 2013 promptly at 10:00 A.M. at the Department of Public Services Field Services Complex, 26300 Lee BeGole Dr. (formerly Delwal Dr.), Novi, MI 48375.

Sealed bids will be received until **11:00 A.M.** prevailing Eastern Time, **Tuesday, April 30, 2013** at which time bids will be opened and read. Bids shall be addressed as follows and delivered to:

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

All bids must be signed by a legally authorized agent of the bidding firm. **OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "DEPARTMENT OF PUBLIC SERVICES PAINT PROJECT BID" AND MUST BEAR THE NAME OF THE BIDDER.**

The City reserves the right to accept any or all alternative bids and award a contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; to subdivide the award, 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: April 8, 2013

NOTICE TO BIDDERS:

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid 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 bid 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
DEPARTMENT OF PUBLIC SERVICES
MAINTENANCE BAY PAINTING PROJECT

INSTRUCTIONS TO BIDDERS

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

IMPORTANT DATES

Bid Issue Date	April 8, 2013
Mandatory Pre-bid Meeting	Tuesday, April 16, 2013 at 10:00 A.M. Department of Public Services 26300 Lee BeGole Dr. (formerly Delwal Dr.) Novi, MI 48375
Last Date for Questions	Tuesday, April 23, 2013 by 12:00 P.M. Please submit all questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	Tuesday, April 30, 2013 by 11:00 A.M.
Tentative Award Date	May 20, 2013

MANDATORY PRE-BID MEETING

The mandatory pre-bid meeting begins promptly at the time listed above and will be closed thereafter to latecomers. It is the vendor's responsibility to take traffic, weather, etc. into consideration in order to arrive at the pre-bid meeting on time.

QUESTIONS

Please email all questions to the person listed above. Please write the name of the bid in the subject line. If you write anything else in the subject line, your email may be deleted as spam.

TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for products/ services.

BID SUBMITTALS

An **Original and Three (3) copies** of each bid must be submitted. Original may be clipped but not stapled or otherwise bound. Copies may be stapled or bound. 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 BID FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

CHANGES TO THE BID/ADDENDUM

Should any prospective Bidder be in doubt as to the true meaning of any portion of the ITB, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the staff member indicated 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 ITB and subsequent contract and shall be taken into account by each bidder in preparing its bid. Only written addenda are binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

SUBMISSION OF BID

Bids must be submitted in a sealed envelope, box, or package, and clearly marked with ITB Title, Deadline, Respondent's name, address, phone, fax, and contact name. Failure to do so may result in a premature opening or failure to open such proposal.

To be considered, sealed bids must arrive at City Clerk's Office on or before the specified time and date. There will be no exceptions to this requirement. The Clerk's Department time stamp will determine the official receipt time. Contractors mailing bids should allow ample time to ensure the timely delivery of their bid. Bids 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 bids. The City reserves the right to postpone a bid opening for its own convenience.

All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the bid. Bids must be signed by an Authorized Representative of the submitting Company on the enclosed form. Bids must show unit and total prices if requested. In case of mistakes in price extension, unit pricing shall govern.

A bid 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.

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

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

Any samples, CDs, DVDs or any other items submitted with your bid will not be returned to the contractor.

No bid 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.

USE OF THE CITY LOGO IN YOUR BID OR IN ANY OTHER MANNER IS PROHIBITED.

CONSIDERATION OF BIDS

In cases where items are requested by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder/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 bidder 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 Purchasing Manager 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.

RESPONSIVE BIDS

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 bids on a fair and uniform basis. Unit prices shall be submitted if space is provided on bid 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 bid if material information requested is not furnished, or where indirect or incomplete answers or information is not provided. Any exceptions to the specifications must be noted on the bid form.

EXCEPTIONS

The City will not accept changes or exceptions to the bid documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the bid form. If Contractor neglects to make the notation on the bid form but writes it somewhere else within the bid 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 bid documents will be applicable during the term of the contract.

CONTRACT AWARD

The contract will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation; will be most advantageous to the City of Novi. Qualifications, experience, references, comparable projects, price, previous experience with vendor/contractor, delivery, and other factors will be considered in the

evaluation process and award of contract. The City reserves the right to accept any or all alternative bids and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; 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.

After contract award, a summary of total price information for all submissions will be posted on the MITN website at www.mitn.info.

The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.

GENERAL CONDITIONS

INSURANCE

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful bidder prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A is to be provided to the City and remain in force during the entire contract period.

TAX EXEMPTION

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 bidder 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 bidder 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.

FREIGHT CHARGES/SHIPPING/HANDLING

All bid pricing is to be quoted as F.O. B. destination.

DOWN-PAYMENTS OR PRE-PAYMENTS

Any bid proposal submitted which requires a down-payment or prepayment prior to delivery and full acceptance of the item(s) as being in conformance with specifications will not be considered for award.

INVOICING

Invoice must be mailed to: City of Novi, Attn: Finance Department, 45175 W. Ten Mile Road, Novi, MI 48375

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.

WARRANTY

All work performed will come with a three-year warranty that covers workmanship and materials. Contractor to provide warranty in writing.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful bidder will be prohibited from assigning, transferring, converting, or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

NON-DISCRIMINATION

In the hiring of employees for the performance of work described in this ITB and subsequent 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 BID CONTENT

Should a contract ensue, the contents of the bid of the successful Bidder 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 ITB is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward and concise description of the bidder'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 bidders prior to issuance of a contract.

MATERIAL SAFETY DATA SHEETS (MSDS)

All City of Novi purchases require a Material Safety Data Sheet, ("MSDS"), where applicable, in compliance with Miosha "Right to Know" law. The MSDS must include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including:
 - a) The potential for fire, explosion, corrosivity, and reactivity;
 - b) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - c) The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

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

DEPARTMENT OF PUBLIC SERVICES MAINTENANCE BAY PAINTING PROJECT

SPECIFICATIONS

SCOPE OF WORK

Power wash and paint:

- Ceiling, walls, and floor to receive a degreasing power wash. Floors to be shot blasted using shot blasting/floor scraping equipment to remove remaining layer of oil and dirt, and prepare surface to allow paint to properly adhere to surface.
- Ceilings to be painted with one coat of PPG acrylic flat dryfall (rapid drying paint) 6-160XI or approved equivalent
- Walls, roll-up doors, and operation doors to be painted with one coat of PPG Speedhide acrylic semi-gloss paint, 6-500, or approved equivalent.
- Floors to receive two coats of PPG Aquapon WB 98 series polyamide epoxy or approved equivalent.

Locations:

- Three Maintenance Bays: Floor, walls and ceiling.
- Auto Wash Bay: Floor, walls and ceiling.
- Tool Crib/Parts Room: Floor, walls and ceiling.

The Contractor shall:

- Perform all services hereunder in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- Furnish all supervision, labor, insurance, and supplies necessary to perform power washing and painting services. The Contractor is responsible for providing proper equipment and trained personnel to execute the requirements of this contract, and for complying with all manufacturers' directions/instructions/requirements for use of all materials incorporated into the work.
- Furnish MSDS sheets for all chemicals to be used in the performance of the scope of work to a City of Novi representative.
- Cover all light fixtures, electrical outlets and components, equipment and machinery.
- Use a hot water pressure washer.
- Thoroughly clean floors in a two-step process: first, mop the floors with a tri-sodium phosphate (TSP) cleaning solution according to the manufacturer's specifications and let dry. Second, mop the floors with etching acid according to the manufacturer's specifications and let dry.
- Use hydraulic cement to repair any cracks or holes on the concrete/masonry surfaces to be painted.
- Provide paint and epoxy sample colors to City of Novi representative for selection.
- Power wash completely, including edges, ledges, columns, and beams.
- Guarantee workmanship (material and labor defects) for three (3) years. Warranty to be provided in writing.



**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 West 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
Indemnity/Hold Harmless

1. The Contractor agrees to save harmless and defend the City against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the City may suffer as a result of claims, demands, costs, or judgments against it arising from, out of or in consequence of the performance of this Agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, its officers, agents or employees.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City to 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 pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of race, color, sex, age, or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. 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.



**CITY OF NOVI
BID FORM**

**DEPARTMENT OF PUBLIC SERVICES
MAINTENANCE BAY PAINTING PROJECT**

We, the undersigned as bidder, propose to furnish to the City of Novi, according to the prices, specifications, terms, conditions and instructions attached hereto and made a part thereof:

A. Power Wash, Paint, Epoxy \$ _____ Lump Sum

Walkthrough Field Measurements:

Wash bay Ceiling (sq. ft) _____
Walls (sq. ft) _____

Main Garage Ceiling (sq. ft) _____
Walls (sq. ft) _____
Floor (sq. ft) _____

Parts room and Mechanic's office
(Do not include Mechanic's Office Floor) Ceiling (sq. ft) _____
Walls (sq. ft) _____
Floor (sq. ft) _____

Projected Days required to complete the work _____

Warranty _____

REFERENCES: Please provide at least three client three references for projects of similar scope done in the last three years.

Company _____

Address _____

Phone _____ Contact name _____

Company _____

Address _____

Phone _____ Contact name _____

Company _____
Address _____
Phone _____ Contact name _____

EXCEPTIONS TO SPECIFICATIONS (all exceptions must be indicated here):

COMMENTS: _____

We acknowledge receipt of the following Addenda: _____
(please indicate addenda numbers)

THIS BID SUBMITTED BY:

Company (Legal Registration) _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Representative's Name (please print) _____

Representative's Title _____

Representative's Signature _____

E-mail _____

Date _____



CITY OF NOVI

DPS MAINTENANCE BAY PAINTING PROJECT

ADDENDUM #1

INTENT: This addendum has been issued to modify and/or interpret the original specifications for the bid named above. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

RESPONSE: The Contractor shall verify receipt of this Addendum on the Bid Form.

CONTENTS: Included in this Addendum are four (4) pages of written addenda description plus the pre-bid meeting sign-in sheet consisting of two (2) pages.

CLARIFICATIONS:

1. Bid Bond - A Bid must be accompanied by Bid security made payable to City of Novi in an amount of 5% of Proposer's maximum Bid price. The required security must be in the form of a certified or bank cashier's check made payable to the City of Novi or a Bid bond by a surety licensed to conduct business in the State of Michigan. The Bid security of the successful bidder will be retained until the Agreement has been executed and the successful proposer has furnished the required Contract security, whereupon Bid Security will be returned. If Proposer fails to execute and deliver the Agreement and furnish the required Contract security within ten days of receipt of the Award, Owner may annul the Award and the Bid security of that Proposer will be forfeited. The Bid Security of any proposer whom owner believes to have a reasonable chance of receiving the Award may be retained by the Owner until the earlier of the seven (7) days after the effective date of the Agreement or 90 days after the bid opening. Bid Security of other Proposers will be returned within seven (7) days of the Bid Award.
2. Project does not include the Mechanic's office. Please use the Revised Bid Form included as part of this addendum to submit your bid.
3. We expect that the project will be done in June. The starting date is dependent on completion of another project which is scheduled to be finished at the end of May.
4. The red metal lift grates on the floor of the Mechanics bay are to be power washed, but shall not be painted. They are to be covered during the painting process.

QUESTIONS:

1. Does the conduit need to be painted?
Answer: Yes.
2. Will everything be removed from the areas that need to be painted?
Answer: Anything moveable including the tools, tables and benches will be

removed from the Mechanics Bay and Wash Bay. Anything not removed must be covered. In the Parts room, any shelves, equipment, or parts along the walls to be painted which are not permanently attached to the wall will be moved out of the room. The freestanding shelves which do not touch the walls will remain in the room and must be covered.

3. Do the stairs in the Parts Room need to be painted? How far up the wall do we need to paint at these stairs?

Answer: There is a ledge in the stairwell at about the ceiling height of the Parts Room. The stairwell wall is to be painted to the ledge. The metal stairs & railing are to be power washed, but shall not be painted.

4. Do you plan to use more than one color?

Answer: The ceiling will be one color, the floor will be one color and the walls will be one color.

5. Do you know when the area was last painted?

Answer: No.

6. I understand that the product(s) specified to be used on the project are PPG. Is it possible to use the same product(s) from supplier Sherwin Williams?

Answer: Yes

7. WB epoxy is fine for foot traffic areas, however for garage areas where there is grease and hot tire traffic there should be a solvent base epoxy.

Answer: Please bid on the specified material. If you would like to provide a Voluntary Alternate for the solvent based epoxy, you may do so.

8. The ceilings are to be painted. Does that include duct work and pipes?

Answer: ductwork and electrical conduit should be painted. Sprinkler lines and gas lines will not be painted.

9. Do the doors and door frames get painted, if so which ones and which side.

Answer: The doors & frames are painted on the side of the room which is being painted.

Sue Morianti
Purchasing Manager

Notice dated: April 18, 2013

REVISED



**CITY OF NOVI
BID FORM**

**DEPARTMENT OF PUBLIC SERVICES
MAINTENANCE BAY PAINTING PROJECT**

We, the undersigned as bidder, propose to furnish to the City of Novi, according to the prices, specifications, terms, conditions and instructions attached hereto and made a part thereof:

A. Power Wash, Paint, Epoxy \$ _____ Lump Sum

Walkthrough Field Measurements:

Wash bay Ceiling (sq. ft) _____
 Walls (sq. ft) _____
 Floor (sq. ft) _____

Main Garage Ceiling (sq. ft) _____
 Walls (sq. ft) _____
 Floor (sq. ft) _____

Parts room Ceiling (sq. ft) _____
 Walls (sq. ft) _____
 Floor (sq. ft) _____

Projected Days required to complete the work _____

Warranty _____

REFERENCES: Please provide at least three client three references for projects of similar scope done in the last three years.

Company _____

Address _____

Phone _____ Contact name _____

Company _____

Address _____

Phone _____ Contact name _____

REVISED

Company _____

Address _____

Phone _____ Contact name _____

EXCEPTIONS TO SPECIFICATIONS (all exceptions must be indicated here):

COMMENTS: _____

We acknowledge receipt of the following Addenda: _____
(please indicate addenda numbers)

THIS BID SUBMITTED BY:

Company (Legal Registration) _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Representative's Name (please print) _____

Representative's Title _____

Representative's Signature _____

E-mail _____

Date _____

CITY OF NOVI
SIGN-IN SHEET FOR MANDATORY PRE-BID MEETING FOR
DPS MAINTENANCE BAY PAINTING PROJECT

Pre-bid meeting 4/16/13 10:00 A.M.
Bids due 4/30/13 11:00 A.M.

Company Name	Address	Representative name	Phone Number
Five star Property Services	49399 Brooklyn Shelby Twp. MI 48317	Artur x huti	248-701-3070
PCR Painting Inc	30 Spring St Delaware OH 43015	Jerry M. Bina	614-746-5478
Hermes painting	2582 Blackpine Tr Troy MI 48068	Nick Stefanou	248-723-9122
Arttex Painting Co Inc.	37477 Rhonowood Dr. Northville, MI 48162	Irene Kapantzes Ted Kapantzes	248-478-4844
Precision Painting Inc.	2681 Orchard Lk. Rd. Sylvan Lake, MI 48320	David Supal	248-683-8470
MLP PAINTING INC	13420 Humboldt Dr Livonia, MI 48150	Lucky Paluszak	586 873 0541
Jarvis Painting	41800 Executive Dr. Harrison Twp MI 48045	Chris Mantus	586 954-4707

CITY OF NOVI
SIGN-IN SHEET FOR MANDATORY PRE-BID MEETING FOR
DPS MAINTENANCE BAY PAINTING PROJECT

Pre-bid meeting 4/16/13 10:00 A.M.
Bids due 4/30/13 11:00 A.M.

Company Name	Address	Representative name	Phone Number
Cornerstone	27066 Westland Redford	Ken Kurk	313 545-4553
FACILITIES MAINTENANCE SERV	32811 UTICA RD FRASER MI	JEFF GUNDERSON	5868545245
Classic Painting	9903 Viewcrest CT Howell MI 48843	Jon	517-404-6344
Countryside Painting Corp	5854 Bullard RD Rinton, MI 48436	Rob Hartness	810 923 9789
Performance Coatings...	6078 Bergen rd. Howell, MI 48843	Mike Gancitano	810-614-2258
Richardson Exterior	15533 Woodrow Wilson Detroit, MI 48238	Lawrence Bost	313-454-4000
Howell Const.	89 Hermon Howell MI 48843	Doug Snower	313-957-8547



CITY OF NOVI
DPS MAINTENANCE BAY PAINTING PROJECT
ADDENDUM #2

INTENT: This addendum has been issued to modify and/or interpret the original specifications for the bid named above. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

RESPONSE: The Contractor shall verify receipt of this Addendum on the Bid Form.

CONTENTS: Included in this Addendum is one (1) page of written addenda description.

QUESTIONS:

1. Are there any times, ie hours or weekend restrictions that we can or cannot work at the facility?

Answer: Work may be done Monday – Friday, 8 am – 4:30 pm. Work will not be permitted on the weekends.

2. Can we come back for another walk-through?

Answer: Contractors who attended the mandatory pre-bid meeting on April 16th may make a second visit on Thursday, April 25, 2013 at 11:30 a.m. Visit will be limited to ½ hour.

Sue Morianti
Purchasing Manager

Notice dated: April 23, 2013