



CITY of NOVI CITY COUNCIL

**Agenda Item J
June 9, 2008**

SUBJECT: Approval to award a contract for fabrication and installation of three City entryway signs (Eight Mile and Napier Roads, Eight Mile and Haggerty Roads, and Twelve Mile and Haggerty Roads) to MLS Signs, the low bidder, for \$37,631.

SUBMITTING DEPARTMENT: Neighborhood and Business Relations *suw*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$37,631
AMOUNT BUDGETED	\$ 74,450 remaining
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	101-265.00-971.200

BACKGROUND INFORMATION:

At the April 7, 2008 City Council Meeting, City Council approved the design for entryway signage and a comprehensive bid package was placed on Bid Net. The RFP included a Base Bid consisting of three signs (Eight Mile and Napier Roads, Eight Mile and Haggerty Roads, and Twelve Mile and Haggerty Roads) approved in the FY 07-08 budget and an Alternate #1 Bid consisting of the six signs approved in the FY 08-09 budget. Following a mandatory pre-qualification bid meeting, seven qualified proposals were received. *(A complete tabulation sheet is attached).*

After reviewing all proposals and calling references, a phone interview was conducted with MLS Signs, the low bidder. MLS signs has performed work for the City of Birmingham and Farmington Hills, as well as several area school districts, and is confident they can meet the targeted completion date for the Base Bid installation of August 15, 2008.

Electrical connectivity and landscaping are not including in this contract. These components are being provided by MTI, the City's electrical contractor, and Brien's Services, the City's building and grounds landscaping contractor.

The Alternate #1 Bid is scheduled for City Council consideration on July 7, 2008.

RECOMMENDED ACTION: Approval to award a contract for fabrication and installation of three City entryway signs (Eight Mile and Napier Roads, Eight Mile and Haggerty Roads, and Twelve Mile and Haggerty Roads) to MLS Signs, the low bidder, for \$37,631.

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

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

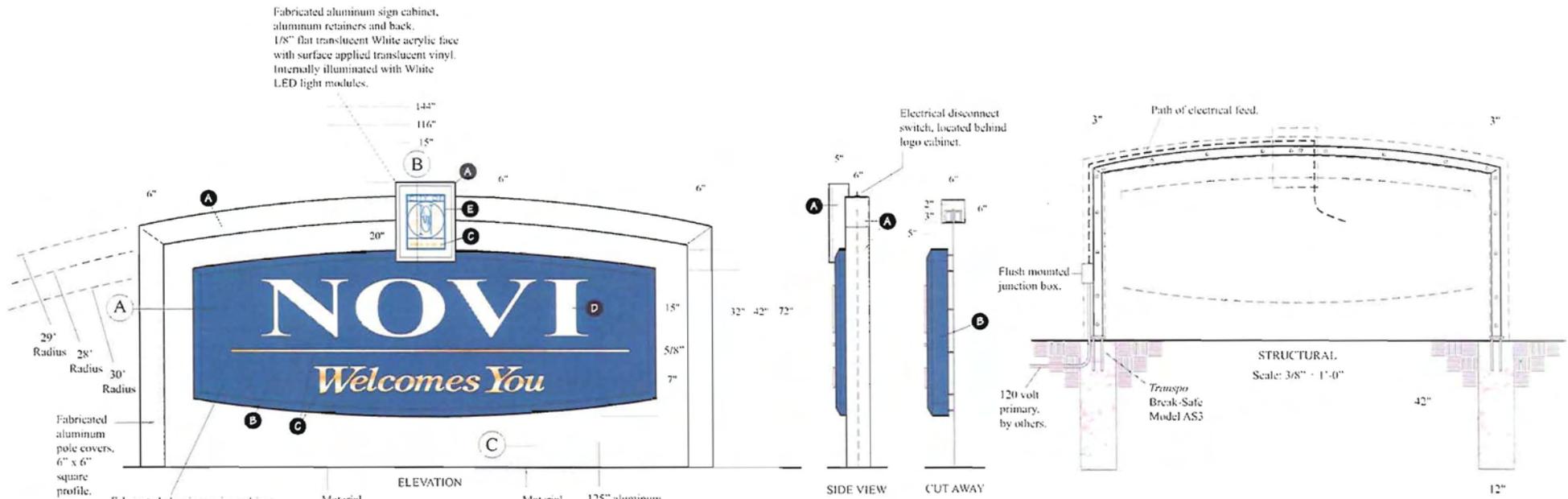
CITY OF NOVI
 EXTERIOR WELCOME SIGNAGE - FABRICATION INSTALLATION BID TAB
 MAY 22, 2008 3:00 P.M.

Base Bid	Qty	MLS Signs	MLS Signs Total	Sign graphix	Sign graphix Total	Gardner Signs	Gardner Total	Arch. Graphics	Arch. Graphics Total	Harmon Sign	Harmon Sign Total	Huron Sign	Huron Sign Total	Ford & Earl	Ford & Earl Total
Sign Type A	2	10,509	21,018	11,188	22,376	11,710.40	23,420.80	14,882	29,764	13,627.04	27,254.08	12,000	24,000	17,582.45	35,164.90
Sign Type C	1	8,543	8,543	10,491	10,491	9,710.40	9,710.40	11,257	11,257	10,396.92	10,396.92	9,000	9,000	14,945.45	14,945.45
Installation Materials	1	900	900	570	570	6,166.80	6,166.80	1,021	1,021	0.00	0.00	1,875	1,875	0.00	0.00
Delivery & Installation	1	4,500	4,500	2,390	2,390	3,672.00	3,672.00	7,358	7,358	5,700.00	5,700.00	5,100	5,100	7,127.73	7,127.73
Subtotal Base Bid			34,961		35,827		42,970.00		49,400		43,351.00		39,975		57,238.08
Additional cost of bonds			2,670		2,500		included		included		included		1,115		included
TOTAL BASE BID			37,631		38,327		42,970.00		49,400		43,351.00		41,090		57,238.08

Alternate #1	Qty	MLS Signs	MLS Signs Total	Sign graphix	Sign graphix Total	Gardner Signs	Gardner Total	Arch. Graphics	Arch. Graphics Total	Harmon Sign	Harmon Sign Total	Huron Sign	Huron Sign Total	Ford & Earl	Ford & Earl Total
Sign Type B	2	8,643	17,286	9,496	18,992	7,334.20	14,668.40	9,093	18,186	10,789.07	21,578.14	12,000	24,000	15,351.20	30,702.40
Sign Type A	1	10,509	10,509	11,698	11,698	11,710.40	11,710.40	14,882	14,882	13,549.07	13,549.07	12,000	12,000	16,932.28	16,932.28
Sign Type D	3	5,084	15,252	8,891	26,673	5,640.00	16,920.00	6,795	20,385	8,631.26	25,893.78	9,000	27,000	13,049.35	39,148.05
Installation Materials	1	1,800	1,800	840	840	12,333.60	12,333.60	2,042	2,042	0.00	0.00	3,750	3,750	0.00	0.00
Delivery & Installation	1	9,000	9,000	4,290	4,290	7,334.00	7,334.00	10,873	10,873	11,400.00	11,400.00	10,200	10,200	12,976.08	12,976.08
Total Alternate #1			53,847		62,493		62,966.40		66,368		72,420.99		76,950		99,758.81

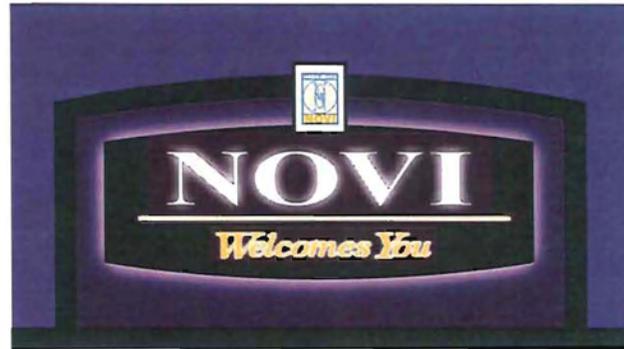
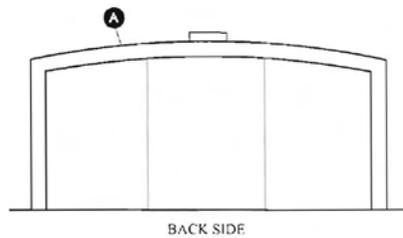
^

Specifications



- A** MAP Gold Standard #48101SP
- B** MAP to match PMS 286 Blue
- C** 3M #3630-141 Gold Nugget
- D** 3M #3630-10 White
- E** 3M #3630-97 Bristol Blue
- F** MAP #25833
- G** MAP #25829

Standard 20" Gloss Level



- F**
- G**

1/32" = 1/2"

STRIPING DETAIL
Scale: 3" = 1'-0"

SIGN TYPE A MONUMENT SIGN
Scale: 1/2" = 1'-0"

Signgraphix
39255 Country Club Drive, Suite B-35,
Farmington Hills, Michigan 48331-3459
Ph. 248-848-1700 Fax 248-848-1722
www.signgraphix.net

City of Novi

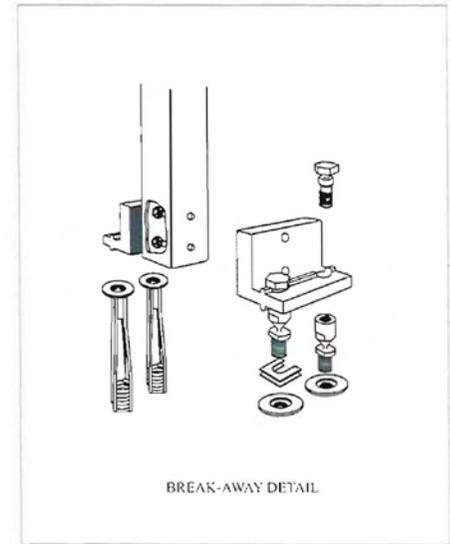
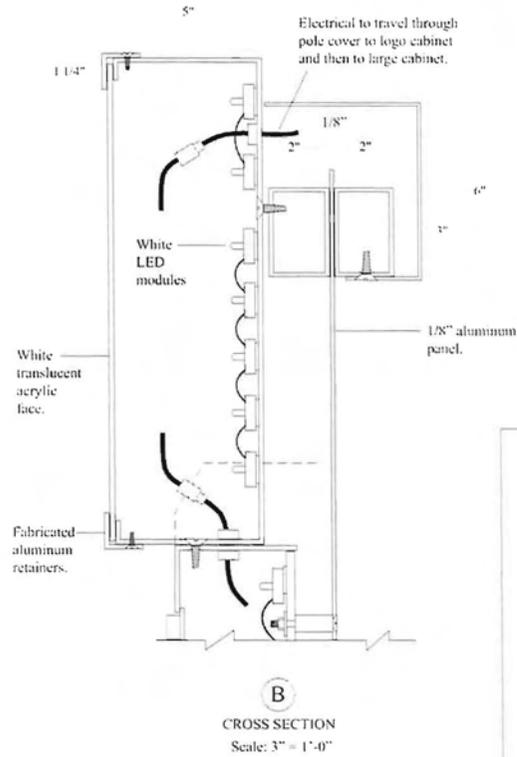
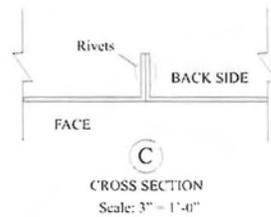
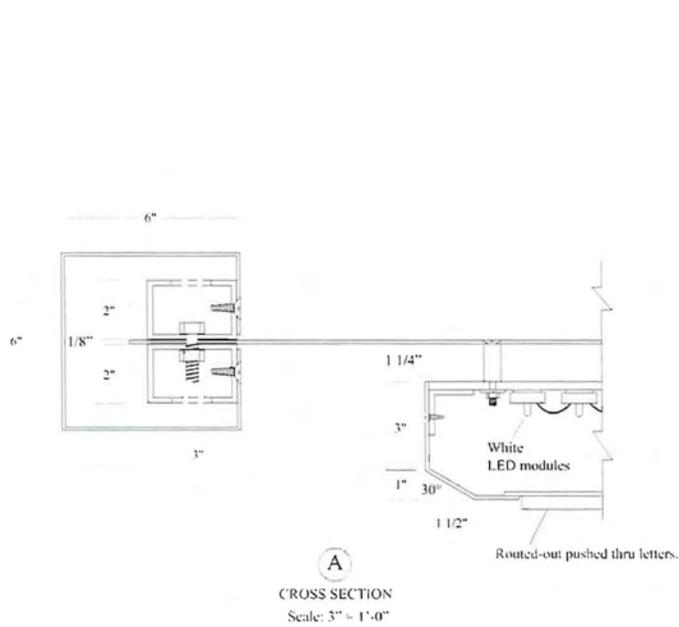
DRAWING: 4-24-08
13610
JOB: 14722

CLIENT SIGNATURE:

DATE

45175 West 10 Mile Road Novi, MI 48375

These designs, details and plans represented herein are the property of SignGraphix, Inc. specifically developed for your personal use in connection with the project being planned for you by SignGraphix, Inc. It is not to be shown to anyone outside your organization, nor is it to be used, reproduced, exhibited or copied in any fashion whatsoever all any part of this design (excepting registered trademarks) remain the property of SignGraphix, Inc.



SIGN TYPE A MONUMENT SIGN
Scale: 3" = 1'-0"

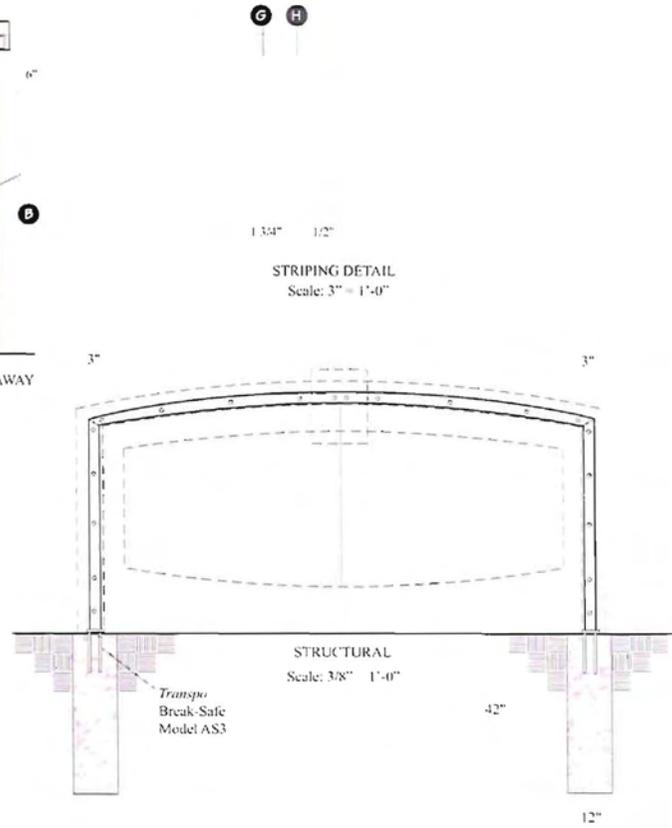
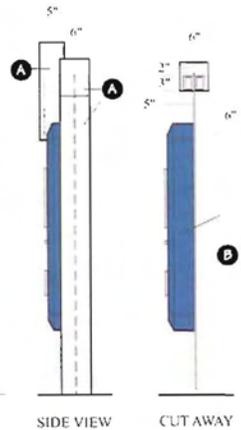
Signgraphix
39255 Country Club Drive, Suite B-35,
Farmington Hills, Michigan 48331-3490
Ph. 248-848-1700 Fax 248-848-1722
www.signgraphix.net

City of Novi
DRAWING: 4-24-08
13610.1
JOB: 14722

CLIENT SIGNATURE
DATE:

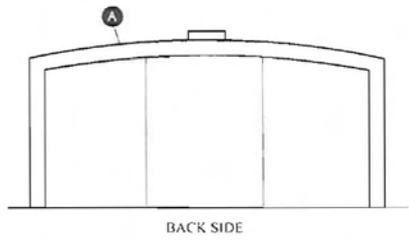
45175 West 10 Mile Road Novi, MI 48375

These designs, details and plans represented herein are the property of SignGraphix, Inc; specifically developed for your personal use in connection with the project being planned for you by SignGraphix, Inc. It is not to be shown to anyone outside your organization, nor is it to be used, reproduced, exhibited or copied in any fashion whatsoever all any part of this design (excepting registered trademarks) remain the property of SignGraphix, Inc



- A** MAP Gold Standard #48101SP
- B** MAP to match PMS 286 Blue
- C** MAP Brilliant Gold #30133
- D** MAP White
- E** 3M #7725-17 Vivid Blue
- F** 3M #7725-131 Satin Gold
- G** MAP #25833
- H** MAP #25829

Standard 20" Glass Level



SIGN TYPE B MONUMENT SIGN
Scale: 1/2" = 1'-0"

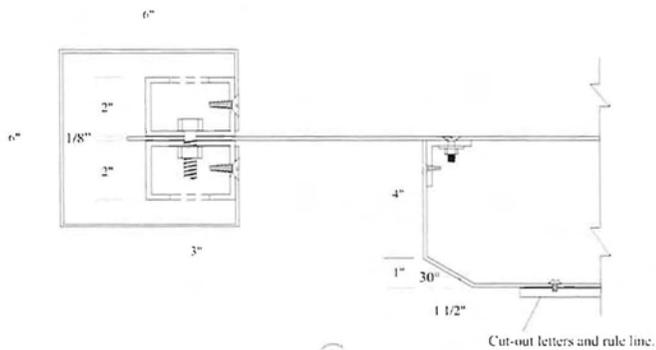
Signgraphix
39255 Country Club Drive, Suite B-35,
Farmington Hills, Michigan 48331-3490
Ph. 248-848-1700 Fax 248-848-1722
www.signgraphix.net

City of Novi
DRAWING: 4-23-08
13611
JOB: 14722

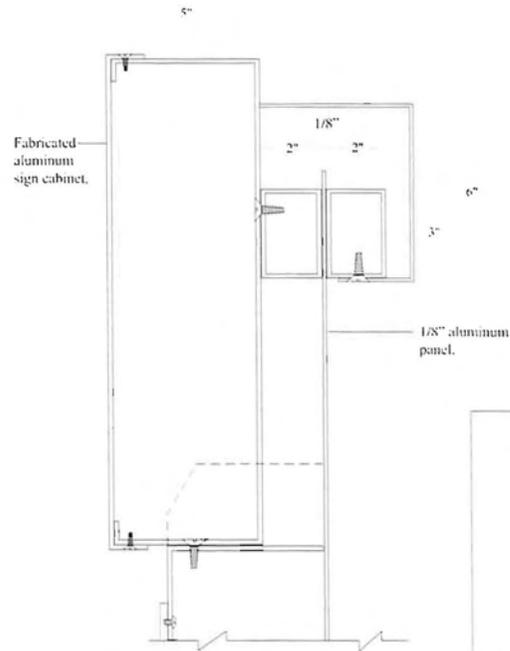
CLIENT SIGNATURE _____
DATE: _____

45175 West 10 Mile Road Novi, MI 48375

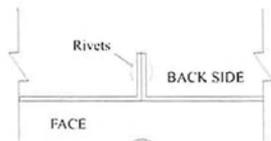
These designs, details and plans represented herein are the property of SignGraphix, Inc. specifically developed for your personal use in connection with the project being planned for you by SignGraphix, Inc. It is not to be shown to anyone outside your organization, nor is it to be used, reproduced, exhibited or copied in any fashion whatsoever. All other parts of this design (excepting registered trademarks) remain the property of SignGraphix, Inc.



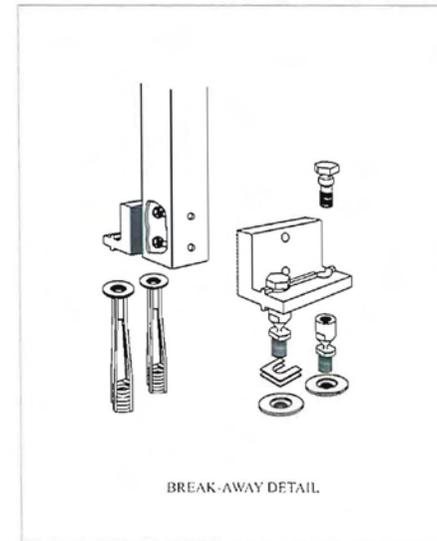
A
CROSS SECTION
Scale: 3" = 1'-0"



B
CROSS SECTION
Scale: 3" = 1'-0"



C
CROSS SECTION
Scale: 3" = 1'-0"



BREAK-AWAY DETAIL

SIGN TYPE B MONUMENT SIGN
Scale: 3" = 1'-0"

Signgraphix
39255 Country Club Drive, Suite B-35,
Farmington Hills, Michigan 48331-3490
Ph. 248-848-1700 Fax 248-848-1722
www.signgraphix.net

City of Novi

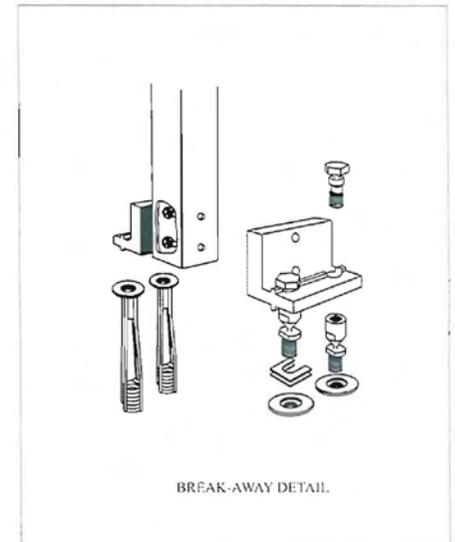
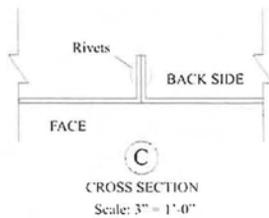
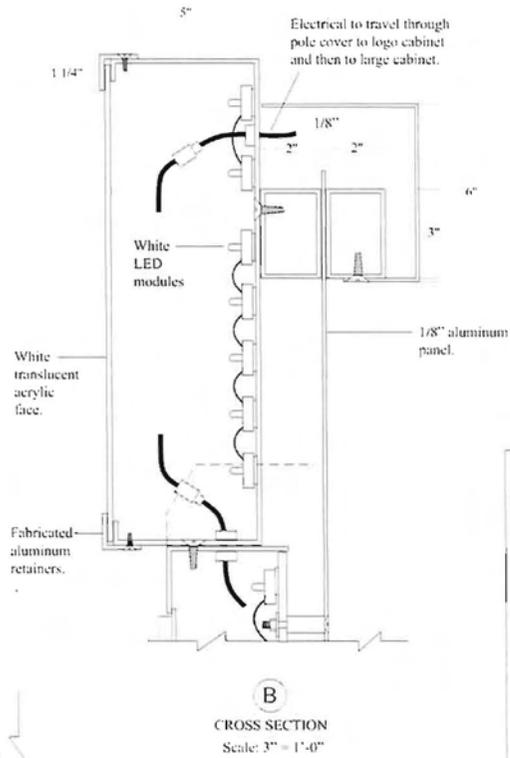
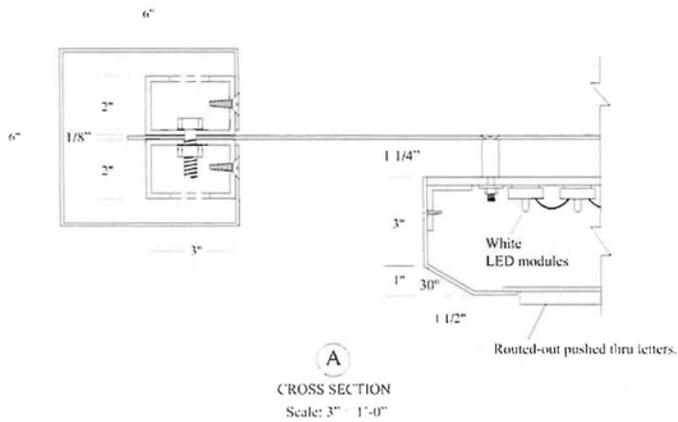
DRAWING: 4-23-08
13611.1
JOB: 14722

CLIENT SIGNATURE

DATE

45175 West 10 Mile Road Novi, MI 48375

These designs, details and plans represented herein are the property of SignGraphix, Inc. specifically developed for your personal use in connection with the project being planned for you by SignGraphix, Inc. It is not to be shown to anyone outside your organization, nor is it to be used, reproduced, exhibited or copied in any fashion whatsoever and any part of this design (excepting registered trademarks) remain the property of SignGraphix, Inc.



SIGN TYPE C MONUMENT SIGN
Scale: 3" = 1'-0"

Signgraphix
39255 Country Club Drive, Suite B-35,
Farmington Hills, Michigan 48331-3490
Ph. 248-848-1700 Fax 248-848-1722
www.signgraphix.net

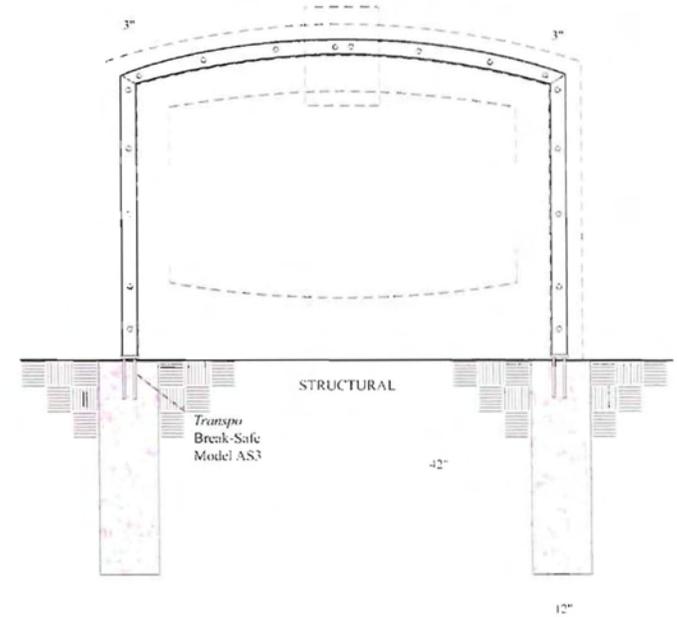
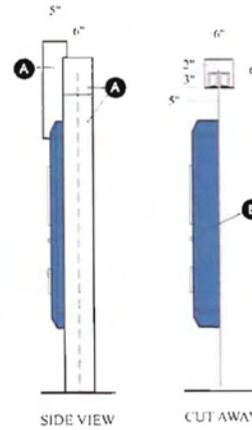
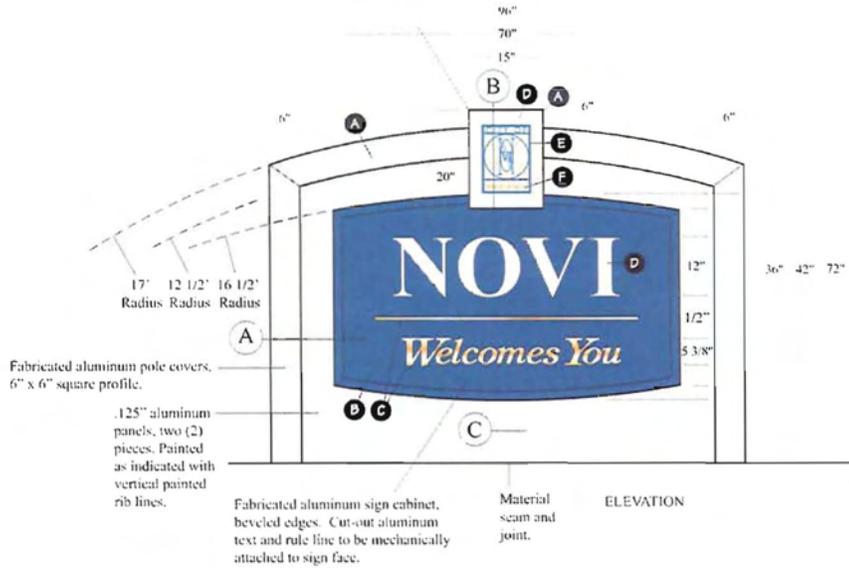
City of Novi
DRAWING: 4-24-08
13612.1
JOB:
14722

CLIENT SIGNATURE
DATE

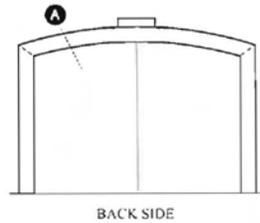
45175 West 10 Mile Road Novi, MI 48375

These designs, details and plans represented herein are the property of SignGraphix, Inc., specifically developed for your personal use in connection with the project being planned for you by SignGraphix, Inc. It is not to be shown to anyone outside your organization, nor is it to be used, reproduced, exhibited or copied in any fashion whatsoever all any part of this design (excepting registered trademarks) remain the property of SignGraphix, Inc.

Fabricated aluminum sign cabinet, aluminum retainers and back. Painted as indicated with surface applied vinyl as indicated.



- A MAP Gold Standard #48101SP
 - B MAP to match PMS 286 Blue
 - C MAP Brilliant Gold #30133
 - D MAP White
 - E 3M #7725-17 Vivid Blue
 - F 3M #7725-131 Satin Gold
 - G MAP #25833
 - H MAP #25829
- Standard 20" Glass Level



SIGN TYPE D MONUMENT SIGN
Scale: 1/2" = 1'-0"

Signgraphix
39255 Country Club Drive, Suite B-35,
Farmington Hills, Michigan 48331-3490
Ph. 248-848-1700 Fax 248-848-1722
www.signgraphix.net

City of Novi

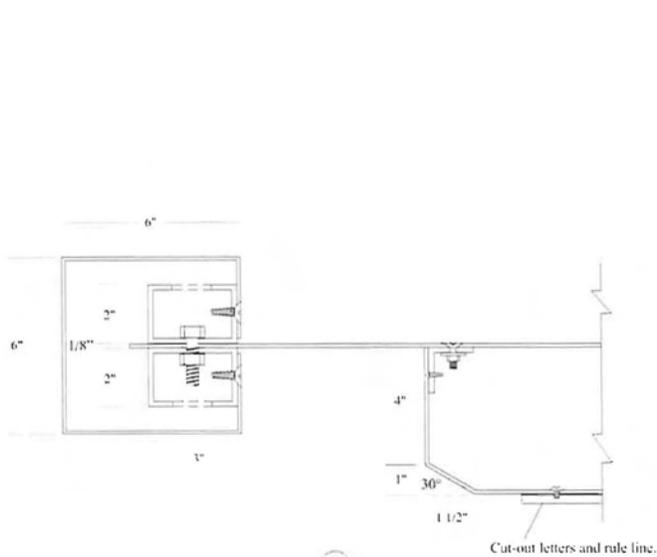
DRAWING: 4-24-08
13613
JOB:
14722

CLIENT SIGNATURE

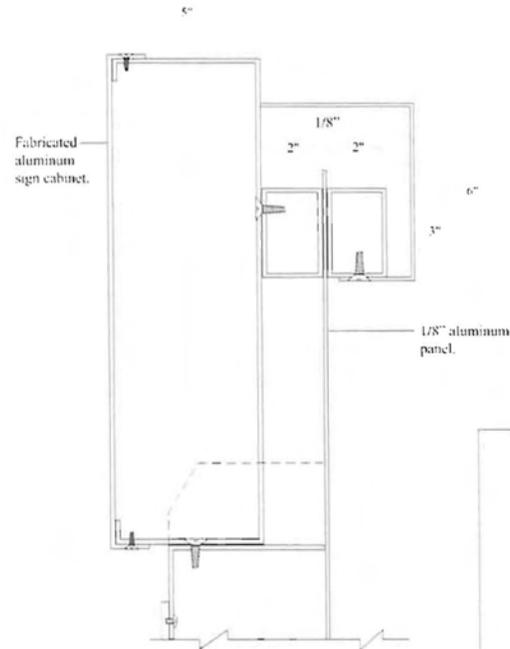
DATE

45175 West 10 Mile Road Novi, MI 48375

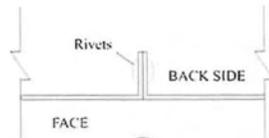
These designs, details and plans represented herein are the property of SignGraphix, Inc. specifically developed for your personal use in connection with the project being planned for you by SignGraphix, Inc. It is not to be shown to anyone outside your organization, nor is it to be used, reproduced, exhibited or copied in any fashion whatsoever all any part of this design (excepting registered trademarks) remain the property of SignGraphix, Inc.



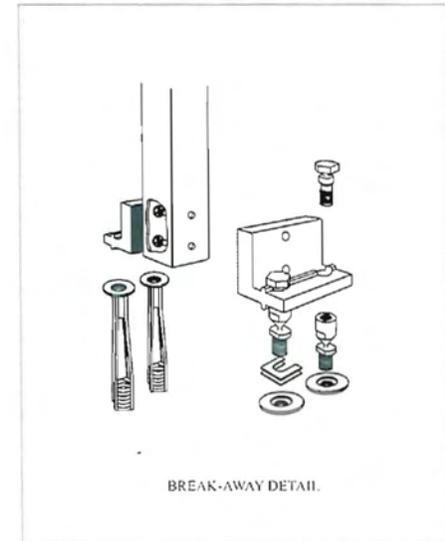
A
CROSS SECTION
Scale: 3" = 1'-0"



B
CROSS SECTION
Scale: 3" = 1'-0"



C
CROSS SECTION
Scale: 3" = 1'-0"



Standard 20" Gloss Level

SIGN TYPE **D** MONUMENT SIGN
Scale: 3" = 1'-0"

SIGNgraphix
39255 Country Club Drive, Suite B-35,
Farmington Hills, Michigan 48331-3490
Ph. 248-848-1700 Fax 248-848-1722
www.signgraphix.net

City of Novi

DRAWING: 4-24-08
13613.1
JOB: 14722

CLIENT SIGNATURE

DATE:

45175 West 10 Mile Road Novi, MI 48375

These designs, details and plans represented herein are the property of SignGraphix, Inc. specifically developed for your personal use in connection with the project being planned for you by SignGraphix, Inc. It is not to be shown to anyone outside your organization, nor is it to be used, reproduced, exhibited or copied in any fashion whatsoever all any part of this design (excepting registered trademarks) remain the property of SignGraphix, Inc.

Locations

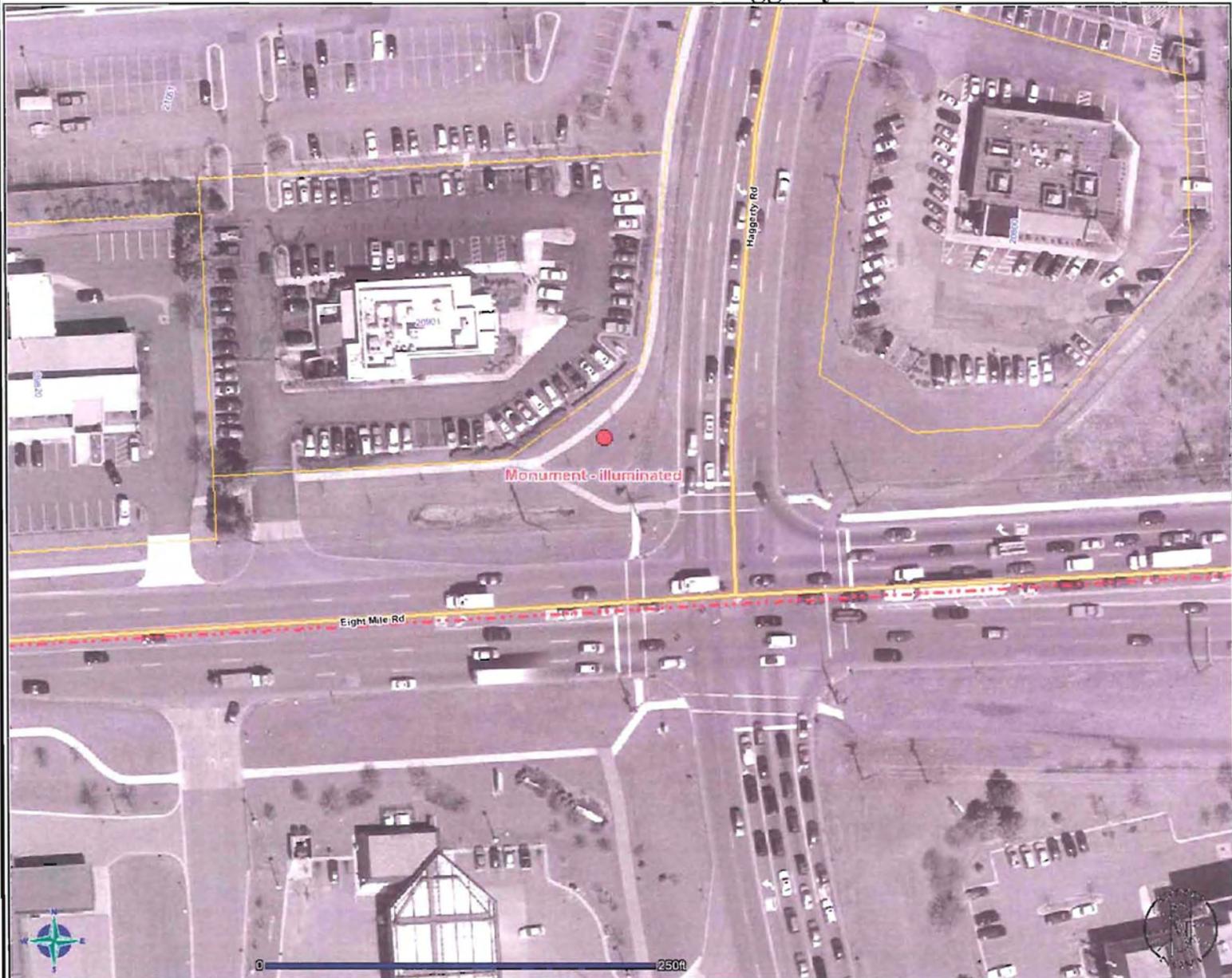
8 Mile/Napier



- City Boundary
- Landmarks
- Civic Center
- Rock Financial Showplace
- Court
- DPW
- Fire Station
- Hospital
- Ice Arena
- Library
- Parks & Rec Field Office
- Police Station
- Post Office
- Recycling
- School
- Senior Center
- Railroad
- Roads
- Freeway
- Arterials
- Collectors
- Scenic Drive Road
- Local Roads
- Water - Lakes
- Water - Rivers
- Parcels
- Lots
- Parks
- 2006 Aerial Photos

DISCLAIMER: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys, and other public records. The information presented is not a legally recorded map or survey and is not intended as a substitute for original or official source information. The City of Novi makes no warranty, express or implied, as to the accuracy, completeness, or usefulness of the information presented.
 SOURCES: City of Novi, Oakland County, Plansight LLC; October 2006 for County Data; October 2006 for City Data; Aerial Imagery as specified

8 Mile/Haggerty

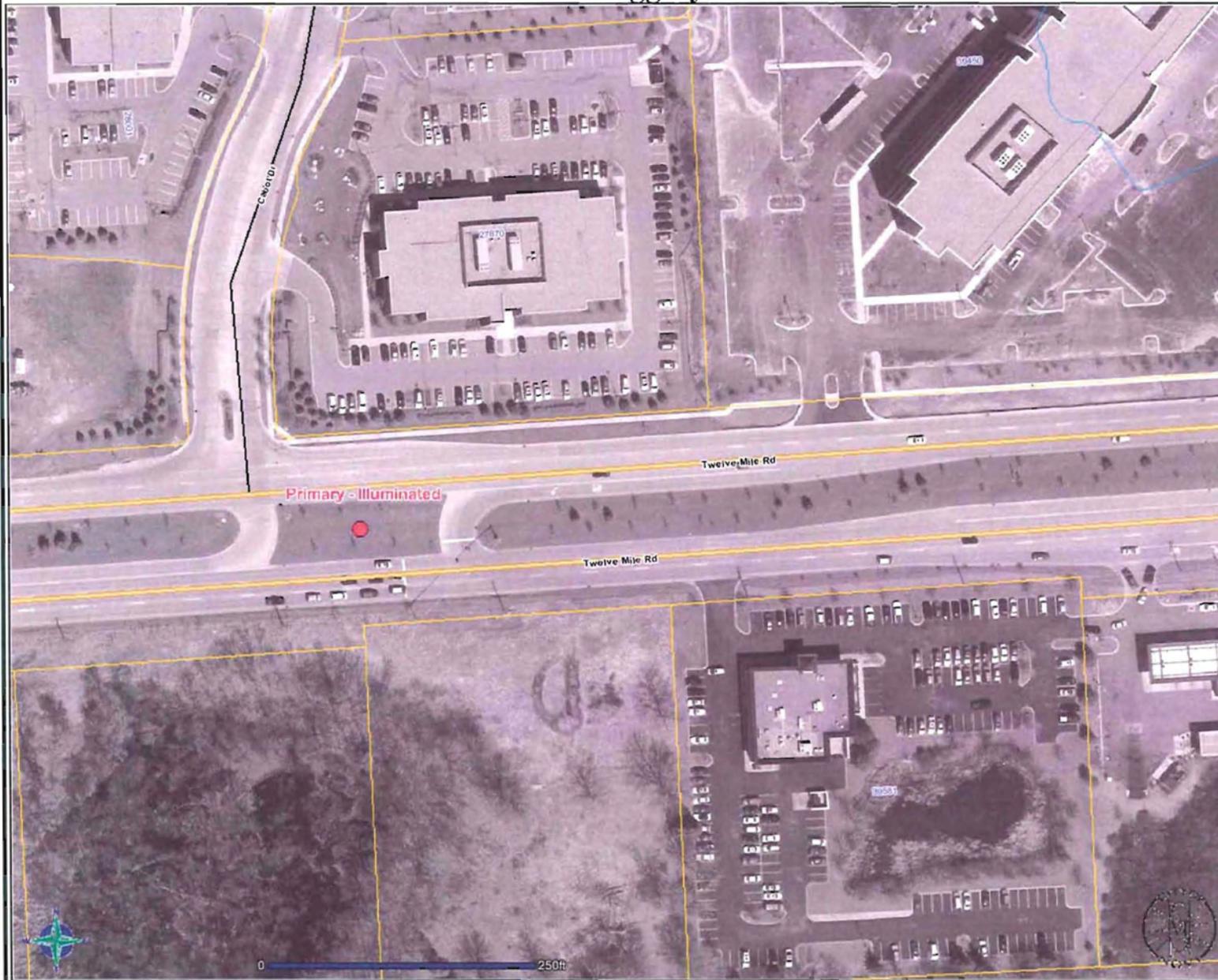


- City Boundary
- Landmarks
- Civic Center
- Rock Financial Showplace
- Court
- DPW
- Fire Station
- Hospital
- Ice Arena
- Library
- Parks & Rec Field Office
- Police Station
- Post Office
- Recycling
- School
- Senior Center
- Railroad
- Roads
- Freeway
- Arterials
- Collectors
- Scenic Drive Road
- Local Roads
- Water - Lakes
- Water - Rivers
- Parcels
- Lots
- Parks
- 2006 Aerial Photos

DISCLAIMER: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys, and other public records. The information presented is not a legally recorded map or survey and is not intended as a substitute for original or official source information. The City of Novi makes no warranty, express or implied, as to the accuracy, completeness, or usefulness of the information presented.

SOURCES: City of Novi, Oakland County, Plansight LLC: October 2006 for County Data; October 2006 for City Data; Aerial Imagery as specified

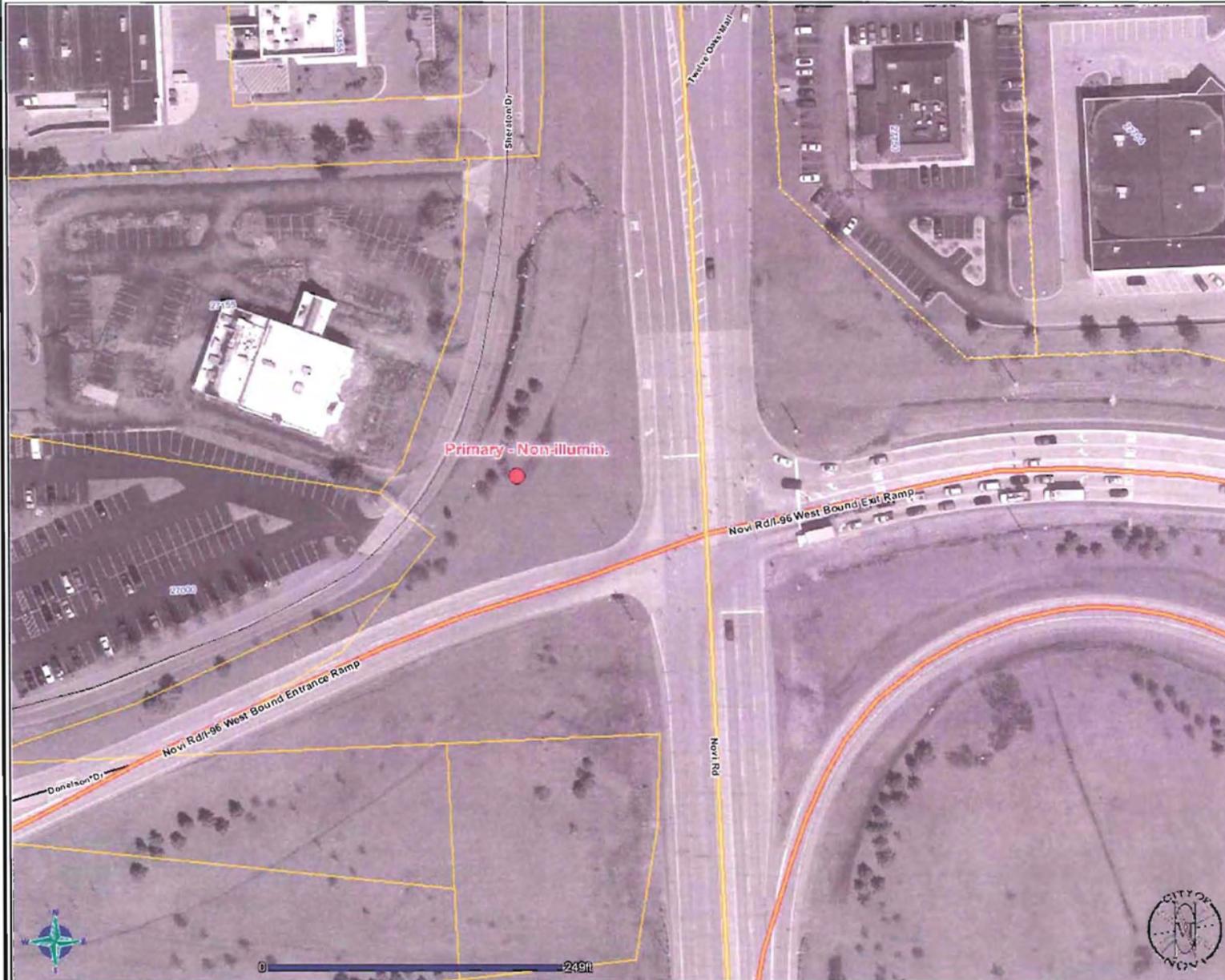
12 Mile/Haggery - Near Cabot Drive



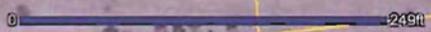
- City Boundary
- Landmarks
- Civic Center
- Rock Financial Showplace
- Court
- DPW
- Fire Station
- Hospital
- Ice Arena
- Library
- Parks & Rec Field Office
- Police Station
- Post Office
- Recycling
- School
- Senior Center
- Railroad
- Roads
- Freeway
- Arterials
- Collectors
- Scenic Drive Road
- Local Roads
- Water - Lakes
- Water - Rivers
- Parcels
- Lots
- Parks
- 2006 Aerial Photos

DISCLAIMER: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys, and other public records. The information presented is not a legally recorded map or survey and is not intended as a substitute for original or official source information. The City of Novi makes no warranty, express or implied, as to the accuracy, completeness, or usefulness of the information presented.
 SOURCES: City of Novi, Oakland County, Plansight LLC: October 2006 for County Data; October 2006 for City Data; Aerial Imagery as specified

West Bound 96

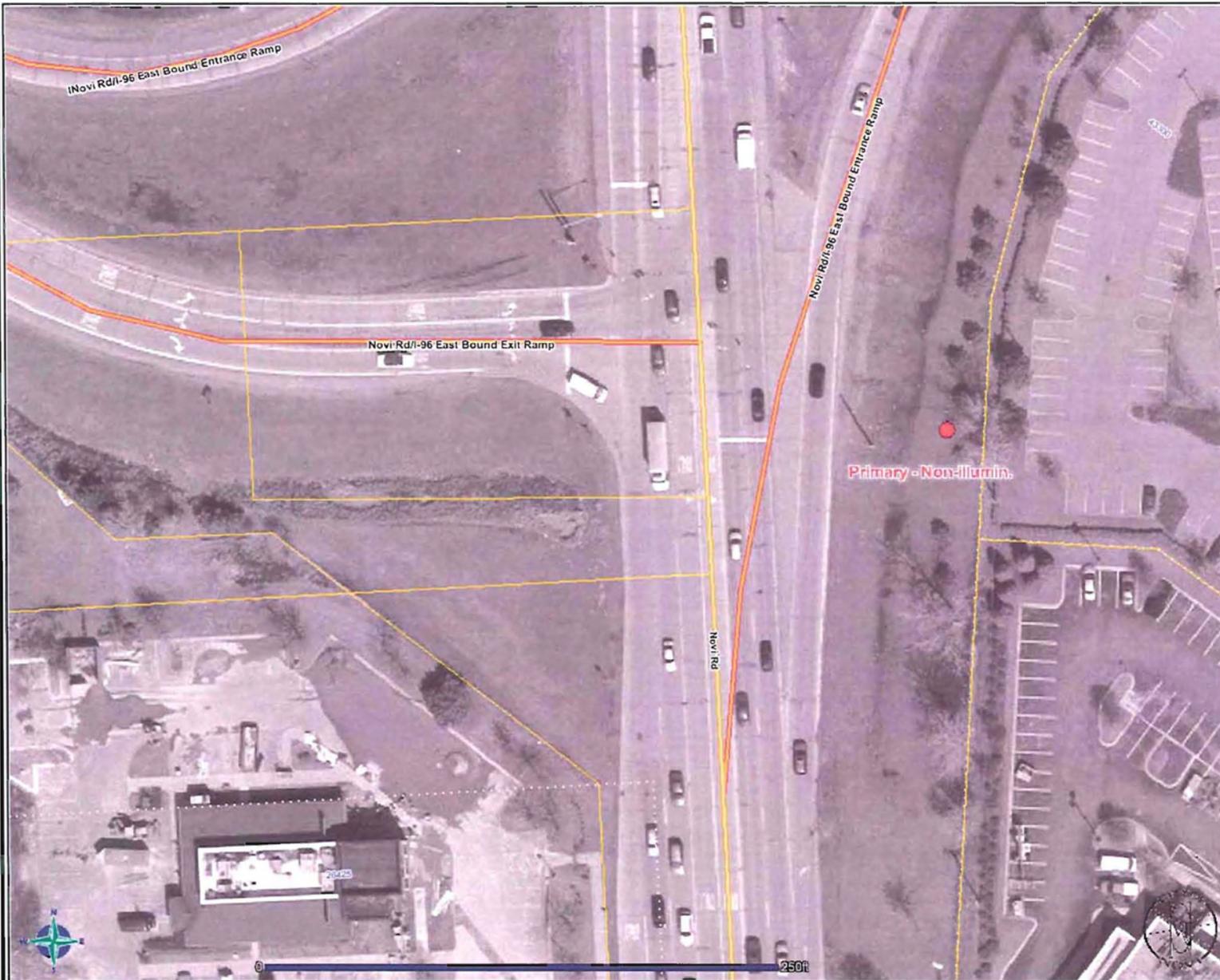


- City Boundary
- Landmarks
- Civic Center
- Rock Financial Showplace
- Court
- DPW
- Fire Station
- Hospital
- Ice Arena
- Library
- Parks & Rec Field Office
- Police Station
- Post Office
- Recycling
- School
- Senior Center
- Railroad
- Roads
- Freeway
- Arterials
- Collectors
- Scenic Drive Road
- Local Roads
- Water - Lakes
- Water - Rivers
- Parcels
- Lots
- Parks
- 2006 Aerial Photos



DISCLAIMER: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys, and other public records. The information presented is not a legally recorded map or survey and is not intended as a substitute for original or official source information. The City of Novi makes no warranty, express or implied, as to the accuracy, completeness, or usefulness of the information presented.
SOURCES: City of Novi, Oakland County, Plansight LLC; October 2006 for County Data; October 2006 for City Data; Aerial Imagery as specified

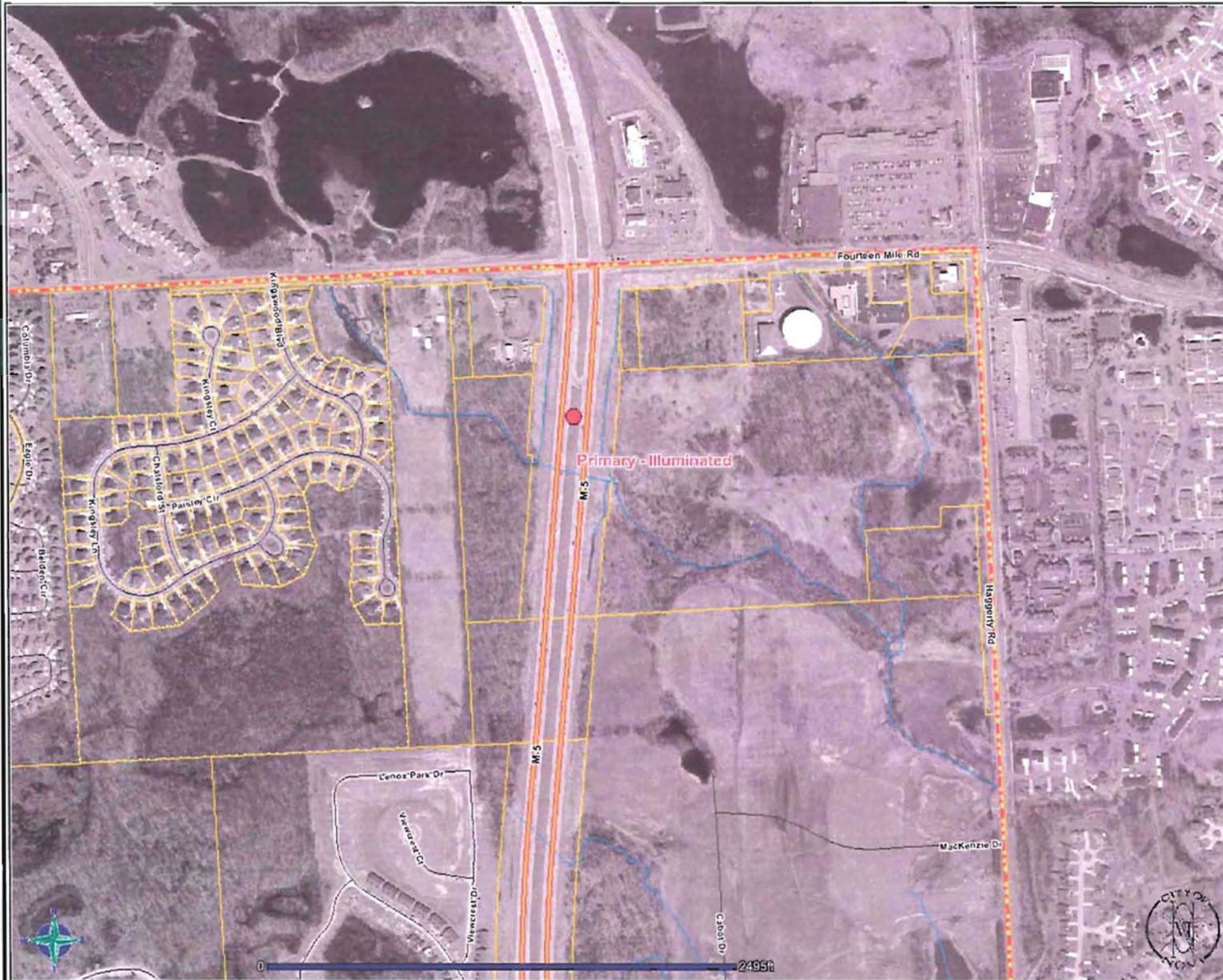
East Bound 96



- City Boundary
- Landmarks
- Civic Center
- Rock Financial Showplace
- Court
- DPW
- Fire Station
- Hospital
- Ice Arena
- Library
- Parks & Rec Field Office
- Police Station
- Post Office
- Recycling
- School
- Senior Center
- Railroad
- Roads
- Freeway
- Arterials
- Collectors
- Scenic Drive Road
- Local Roads
- Water - Lakes
- Water - Rivers
- Parcels
- Lots
- Parks
- 2006 Aerial Photos

DISCLAIMER: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys, and other public records. The information presented is not a legally recorded map or survey and is not intended as a substitute for original or official source information. The City of Novi makes no warranty, express or implied, as to the accuracy, completeness, or usefulness of the information presented.
 SOURCES: City of Novi, Oakland County, Plansight LLC; October 2006 for County Data; October 2006 for City Data; Aerial Imagery as specified

14 Mile/ M-5



- City Boundary
- Landmarks
- Civic Center
- Rock Financial Showplace
- Court
- DPW
- Fire Station
- Hospital
- Ice Arena
- Library
- Parks & Rec Field Office
- Police Station
- Post Office
- Recycling
- School
- Senior Center
- Railroad
- Roads
- Freeway
- Arterials
- Collectors
- Scenic Drive Road
- Local Roads
- Water - Lakes
- Water - Rivers
- Parcels
- Lots
- Parks
- 2006 Aerial Photos

DISCLAIMER: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys, and other public records. The information presented is not a legally recorded map or survey and is not intended as a substitute for original or official source information. The City of Novi makes no warranty, express or implied, as to the accuracy, completeness, or usefulness of the information presented.
 SOURCES: City of Novi, Oakland County, Plansight LLC: October 2006 for County Data; October 2006 for City Data; Aerial Imagery as specified

Grand River/Haggerty



- City Boundary
- Landmarks
- Civic Center
- Rock Financial Showplace
- Court
- DPW
- Fire Station
- Hospital
- Ice Arena
- Library
- Parks & Rec Field Office
- Police Station
- Post Office
- Recycling
- School
- Senior Center
- Railroad
- Roads
- Freeway
- Arterials
- Collectors
- Scenic Drive Road
- Local Roads
- Water - Lakes
- Water - Rivers
- Parcels
- Lots
- Parks
- 2006 Aerial Photos

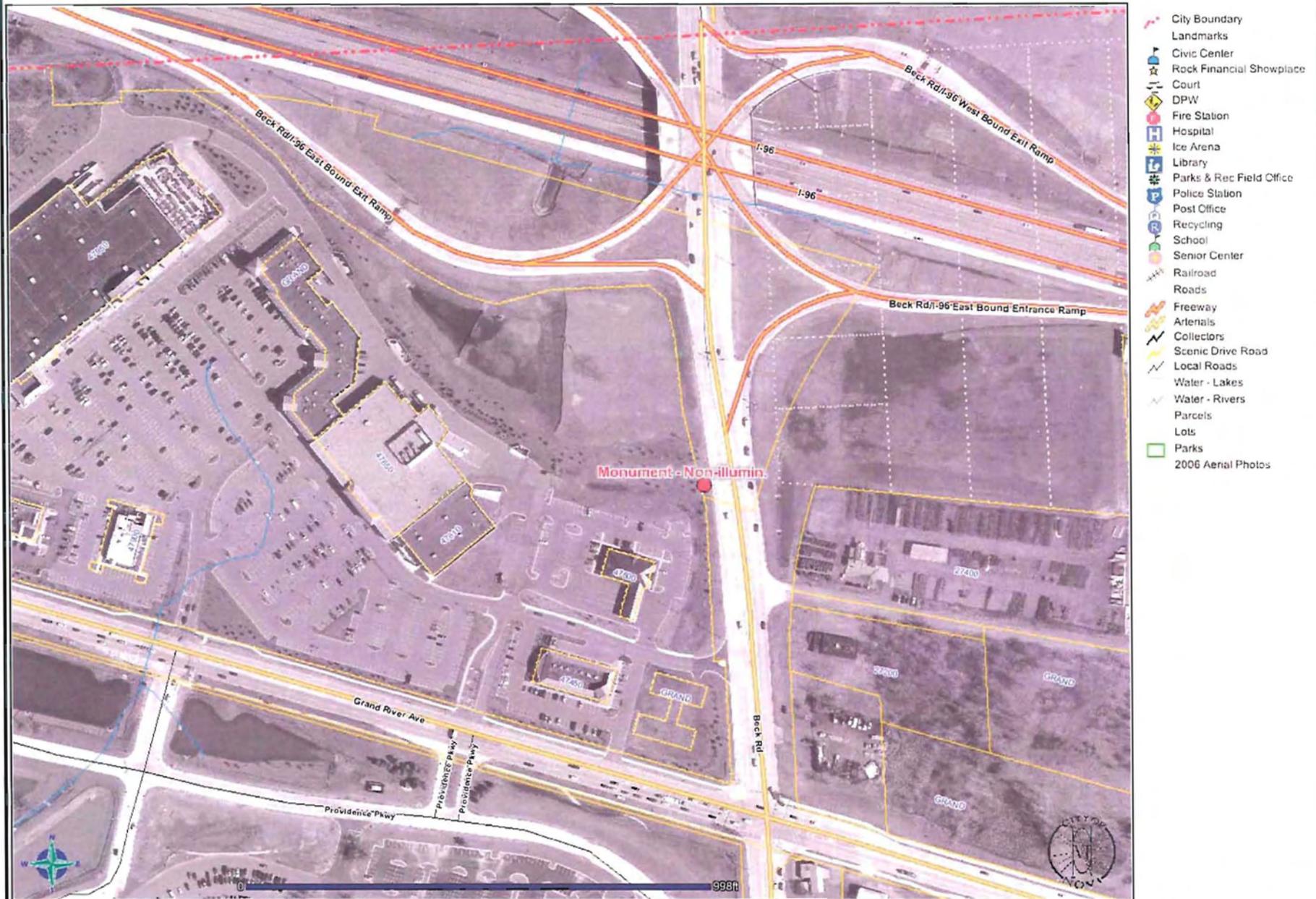
DISCLAIMER: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys, and other public records. The information presented is not a legally recorded map or survey and is not intended as a substitute for original or official source information. The City of Novi makes no warranty, express or implied, as to the accuracy, completeness, or usefulness of the information presented.
 SOURCES: City of Novi, Oakland County, Plansight LLC: October 2006 for County Data; October 2006 for City Data; Aerial Imagery as specified

Novi Road - N of 8 Mile



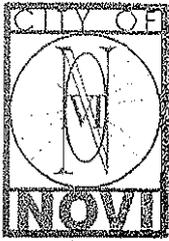
DISCLAIMER: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys, and other public records. The information presented is not a legally recorded map or survey and is not intended as a substitute for original or official source information. The City of Novi makes no warranty, express or implied, as to the accuracy, completeness, or usefulness of the information presented.
 SOURCES: City of Novi, Oakland County, Plansight LLC: October 2006 for County Data; October 2006 for City Data; Aerial Imagery as specified

Beck Road - N of Grand River



DISCLAIMER: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys, and other public records. The information presented is not a legally recorded map or survey and is not intended as a substitute for original or official source information. The City of Novi makes no warranty, express or implied, as to the accuracy, completeness, or usefulness of the information presented.

SOURCES: City of Novi, Oakland County, Plansight LLC, October 2006 for County Data; October 2006 for City Data; Aerial Imagery as specified



cityofnovi.org

CITY OF NOVI
EXTERIOR WELCOME SIGNAGE –
FABRICATION & INSTALLATION

QUESTIONNAIRE FORM

Date: 5/14/08

Firm Name: MUS SIGNS CO INC.

Address: 25776 O'HONDT

City: CHESTERFIELD TWP State: MI Zip: 48051

Telephone Number: (586) 948-0200

Fax Number: (586) 948-0300

Email Address: MIKEO@MUSIGNS.COM

Firm Established: 1991 Years in Business: 17 YEARS

Type of Organization: (Circle One)

- a. Individual b. Partnership c. Corporation d. Joint Venture e. Other

How many full time employees? 16

How many part time employees? 0

Provide information relative to the experience your company has had working with municipalities. Please provide the names of municipalities where service was provided.

WE HAVE PROVIDED CITY IDENTIFICATION SIGNS FOR
THE CITY OF BIRMINGHAM AND THE CITY OF FARMINGTON
HILLS.

Provide information relative to the experience and financial capability of your company to carry out the terms of this contract.

WE HAVE PAST EXPERIENCE AS STATED ABOVE
IN PROVIDING EXTENSIVE CITY WAYFINDING PROTECTS
AND HAD THE FINANCIAL CAPABILITY TO PROPERLY
FUND THE PROTECTS IN A TIMELY MANNER TO MEET
THE DEADLINES THAT WERE ESTABLISHED PER
THE MUNICIPALITIES.

Identify those in your firm who would be responsible, including on-site supervision for this project, and submit copies of their certifications. Include educational background of principals and those who will be working on the project.

WILLIAM B STEWENT / MACOMB COMMUNITY COLLEGE
ASSOCIATES DEGREE

MIKE OSIM / EASTERN UNIVERSITY

How many clients does your company currently serve with the type of services described?
Provide a list.

CITY OF FARMINGTON HILLS

CITY OF BIRMINGHAM

ROYAL OAK SCHOOLS

BRANDON ELEMENTARY SCHOOL

ANCHOR BAY SCHOOLS

Please provide a list of client references (minimum of 5). Include name, address, phone number and contact person. Please include any municipalities (or other governmental agencies) that you worked for.

① CITY OF BIRMINGHAM - JANA ECKER (248) 644-1800

② CITY OF FARMINGTON HILLS - DAN ROONEY (248) 871-2858

③ ANCHOR BAY SCHOOLS - ANOY CASE (248) 515-9442
5201 COUNTY LINE RD, GENOX TWP. MI

④ MT CLEMENS REGIONAL HOSPITALS JERRY SMITH (586) 493-8166
1000 HARRINGTON MT CLEMENS, MI

⑤ THUSSEL KRUPP MATERIALS WILLIAM DANNUB
400 RENAISSANCE CENTER (313) 562-5628
DETROIT, MI 48243

Provide an Equipment List that will be on site and available for use by the crew performing sign installation (including trucks, tractors, etc...).

WE WILL HAVE OUR COMPANY CRANE TRUCKS
AND PICK-UP & LADDER TRUCKS TO ASSIST OUR
CREW IN THE INSTALLATIONS OF THESE WELCOME
SIGNS.

JENNIFER M. GRANHOLM
GOVERNOR

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF CONSTRUCTION CODES

SIGN CONTRACTOR LICENSE
ISSUED BY
THE ELECTRICAL ADMINISTRATIVE BOARD

CONTRACTOR OF RECORD - WILLIAM B SIEWERT
SIGN SPECIALIST - SIEWERT, WILLIAM B

MLS SIGNS INC
13775 D HONDT
CHESTERFILED TWP, MI 48051

LICENSE NO. 5306257
EXPIRATION DATE 12/31/2009
BCC-164 (1/05)

THIS DOCUMENT IS DULY
ISSUED UNDER THE LAWS OF
THE STATE OF MICHIGAN

JENNIFER M. GRANHOLM
GOVERNOR

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF CONSTRUCTION CODES

SIGN SPECIALIST LICENSE
ISSUED BY
THE ELECTRICAL ADMINISTRATIVE BOARD

EMPLOYER - MLS SIGNS INC

SIEWERT, WILLIAM B
7645 STARVILLE
COTTRELLVILLE, MI 48039

LICENSE NO. 5404406
EXPIRATION DATE 12/31/2007
BCC-165 (1/06)

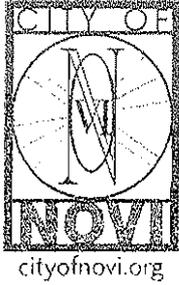
THIS DOCUMENT IS DULY
ISSUED UNDER THE LAWS OF
THE STATE OF MICHIGAN

Based on your current resources, are you available to fabricate and install the signs identified within the timeframe allocated? Please explain.

PER OUR CURRENT FINANCIAL RESOURCES WE
WILL BE ABLE TO MEET THE COMPLETION
TIMEFRAMES THAT ARE ALLOCATED.

Provide a description of your company's philosophy relative to entryway/welcome signage.

WE WELCOME THE OPPORTUNITY TO FABRICATE A
'STELLAR' SIGN PROGRAM FOR THE CITY THAT WILL NOT
ONLY REFLECT OUR CRAFTSMANSHIP OF OUR SIGN FIRMS WORK
BUT THE PROFESSIONAL MANNER THAT WILL WELCOME
VISITORS TO NOV BY THESE BEAUTIFUL IDENTIFICATION
SIGNS.



**CITY OF NOVI
EXTERIOR WELCOME SIGNAGE –
FABRICATION & INSTALLATION**

PROPOSAL FORM

BASE BID	Quantity	Unit Price	Total
Sign Type A	2	\$ 10,509 ⁰⁰	\$ 21,018 ⁰⁰
Sign Type C	1	\$ 8,543 ⁰⁰	\$ 8,543 ⁰⁰
Installation Materials	1	\$ 300 ⁰⁰ EACH	\$ 900 ⁰⁰
Delivery and Installation	1	\$ 1,500 ⁰⁰ EACH	\$ 4,500 ⁰⁰
TOTAL BASE BID			\$ 34,961 ⁰⁰

ALTERNATE #1	Quantity	Unit Price	Total
Sign Type B	2	\$ 8,643 ⁰⁰	\$ 17,286 ⁰⁰
Sign Type A	1	\$ 10,509 ⁰⁰	\$ 10,509 ⁰⁰
Sign Type D	3	\$ 5,084 ⁰⁰	\$ 15,252 ⁰⁰
Installation Materials	1	\$ 300 ⁰⁰ EACH	\$ 1,800 ⁰⁰
Delivery and Installation	1	\$ 1,500 ⁰⁰ EACH	\$ 9,000 ⁰⁰
TOTAL ALTERNATE #1			\$ 53,847 ⁰⁰

TOTAL (BASE BID + ALTERNATE #1)

\$ 88,808.00

BOND COSTS: \$ 2,670.00

ADD/ALTERNATE:

Provide electrical service (& installation of disconnect) from existing location to within 10 feet of the 3 illuminated sign locations in Base Bid

Lump sum \$ BY OTHERS

Provide electrical service (& installation of disconnect) from existing location to within 10 feet of the 1 illuminated sign location in Alternate #1

\$ BY OTHERS

We acknowledge receipt of the following Addendums:
(please indicate numbers below)

ADDENDUM #1

ADDENDUM #2

Comments: _____

AUTHORIZATION:

The undersigned herein submitted this proposal and agrees to enter into an agreement with the City of Novi in accordance with the bidding documents. In submitting this complete and signed proposal, it is understood that the right is reserved by the City of Novi to reject any or all bids and to make such award that, in the opinion of City Council, is in the best interest of the City of Novi.

Name of Bidder: MLS SIGNS CO. INC

Business Address of Bidder: 25776 D'HONDY

City CHESTNUTFIELD TWP State MI Zip 48051

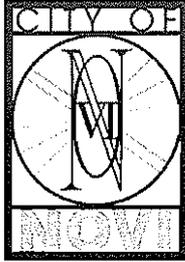
Telephone (586) 948-0200 Fax (586) 948-0300

Name of Authorized Signer: WILLIAM B. SIEWERT

Authorized Signature William B Siewert
(please print)

Title of Signer PRESIDENT Date 5/21/08

Email Address bills@mlssigns.com



cityofnovi.org

**CITY OF NOVI
INVITATION TO BID**

**EXTERIOR WELCOME SIGNAGE –
FABRICATION & INSTALLATION**

INSTRUCTIONS TO BIDDERS

This section is intended to provide interested contractors with sufficient information to enable them to prepare and submit proposals for consideration by the City of Novi.

ISSUING OFFICE

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

For questions regarding this bid, please contact:

Sue Morianti, Purchasing Manager
smorianti@cityofnovi.org

IMPORTANT DATES

Bid Issue Date	May 2, 2008
Mandatory Pre-bid Meeting	Friday, May 9, 2008 at 1:30 P.M. 45175 W. Ten Mile Rd., Novi, MI 48375
Last Date for Questions	Thursday, May 15, 2008 by 12 Noon
Response Due Date	Thursday, May 22, 2008 before 3:00 P.M.

TYPE OF CONTRACT

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

PROPOSAL SUBMITTALS

Submitted proposals shall include an **UNBOUND original and three (3) copies** of the completed proposal in one envelope/package. No other distribution of the proposals will be made by the Contractor. Proposals must be signed by an official authorized to bind the Contractor to its provisions.

Proposals shall be delivered to:

City of Novi
Sue Morianti, Purchasing Manager
45175 W. Ten Mile Rd.
Novi, MI 48375

AND CLEARLY LABELED WITH BIDDING FIRM'S NAME AND NAME OF BID.

To be considered, sealed proposals must arrive at the City of Novi and be "date & time stamped" on or before the specified time and date. There will be no exceptions to this requirement. The City of Novi shall not be held responsible for lost or misdirected proposals.

Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposals. Proposals received after the closing date and time will not be accepted or considered. Faxed proposals are not acceptable.

FAILURE TO SUBMIT PRICING ON THE PROPOSAL FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

Bids must be clearly prepared and legible and must be signed by an Officer of the submitting Company on the enclosed form. Proposals must show unit and total prices. **ANY CHANGES MADE ON PROPOSAL FORMS MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.** Failure to include in the proposal all information requested may be cause for rejection of the proposal.

All proposals will remain valid for One Hundred and Twenty (120) days from due date and cannot be withdrawn during this period.

USE OF THE CITY LOGO IN YOUR PROPOSAL IS PROHIBITED.

The successful vendor 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. The use and scope of contractor responsibility must be clearly defined.

CONTRACT AWARD

The contract that will be entered into will be that which is most advantageous to the City of Novi, prices and other factors considered.

RIGHT OF REFUSAL

The City reserves the right to accept any or all alternative proposals and to award the contract to other than the lowest Bidder, waive any irregularities or informalities or both, to reject any or all proposals, 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 interests of the City of Novi.

CHANGES TO THE BID

Should any prospective Bidder be in doubt as to the true meaning of any portion of the Request for Bid/Proposal, 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 Purchasing Manager by the date listed 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 Bid Proposal and shall be taken into account by each bidder in preparing their proposal.

TAX EXEMPT STATUS

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 proposal figure. 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.

NON DISCRIMINATION

In the hiring of employees for the performance of work under this 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 PROPOSAL CONTENT

Should a contract ensue, the contents of the proposal of the successful Bidder may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

MATERIAL SUBMITTED

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 RFP is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward and concise description of the contractor'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.

INCURRING COSTS

The City of Novi is not liable for any costs incurred by bidders prior to issuance of a contract.

DISCLOSURE OF PROPOSAL CONTENT

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

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.

BONDS

Performance, Maintenance and Guarantee, and Payment Bonds shall be provided by the successful bidder within 15 days of award of contract. Samples of bonds with required language are a part of this bid package.

PERFORMANCE BOND

The successful bidder will be required to enter into a contract with the City of Novi. A performance bond equal to one hundred percent (100%) of the contract sum shall be required.

MAINTENANCE AND GUARANTEE BOND

The successful bidder shall be required to furnish a Maintenance and Guarantee Bond, equal to 100% of the contract sum, for a period of one (1) year from the date of City Council acceptance of Final Estimate, to keep in good order and repair any defect in all the work done under this contract, either by the principal or his subcontractors.

PAYMENT BOND

The successful bidder shall be required to furnish a Payment Bond equal to 100% of the contract sum as security for payment of all persons performing labor, furnishing materials and equipment rental in connection with this contract.

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.

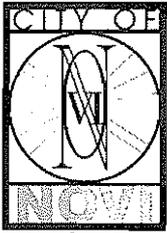
VENDOR ASSISTANCE

On occasion the City of Novi finds it advantageous to accept technical assistance in preparing/researching specifications from vendors who may bid on the equipment or services. This assistance may or may not be compensated depending upon the type of assistance required.

The purpose of this clause is to insure that such vendor assistance does not compromise our policy of fair and open competition.

When vendor assistance is utilized the following disclosure statement shall be included in the specification package:

Disclosure Statement: The following specification has been prepared with the assistance of Signgraphix, 39255 Country Club Drive, Suite B-25, Farmington Hills, Michigan 48331. It is our policy to disclose this vendor's participation.



cityofnovi.org

**CITY OF NOVI
EXTERIOR WELCOME SIGNAGE –
FABRICATION & INSTALLATION**

SPECIFICATIONS

LOCATIONS & SIGN TYPES

Base Bid

1. 12 Mile/ Haggerty -Sign Type A
2. 8 Mile/ Haggerty -Sign Type C
3. 8 Mile/ Napier - Sign Type A

Alternate #1

4. Novi Road/ 96 West bound - Sign Type B
5. Novi Road/ 96 East bound - Sign Type B
6. M-5/ 14Mile - Sign Type A
7. Grand River/ Haggerty- Sign Type D
8. Novi Road- N of 8 Mile – Sign type D
9. Beck Road – N of Grand River – Sign type D

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section specifies Base Bid & Alternate #1:

Primary Illuminated signage – Sign Type A
Primary Non-Illuminated signage – Sign Type B
Monument Illuminated signage- Sign Type C
Monument Non-Illuminated signage- Sign Type D

1.2 SUBMITTALS

The original and each copy of your proposal shall include:

- A. Completed Questionnaire
- B. Complete Proposal Form

Separately, you will provide:

- C. Manufacturer's Literature: Submit a total of one (1) set of Manufacturer's printed specifications, mounting details, installation and drawings.

- D. Shop Drawings: Submit a total of three (3) sets of 8-1/2" x 11" drawings for each sign type. Scaled for manufacturer and fabrication of sign types. Identify materials, size, letterform, letter height, mounting, finishes and accessory items.
- E. Samples: Submit a total of two (2) 2" x 4" samples of each color represented in the project documentation.

1.3 DELIVERIES AND STORAGE

- A. Package to prevent damage or deterioration during shipment, handling, storage and installation. Maintain protective coverings in place and in good repair until removal is necessary. Store products in dry condition inside enclosed facilities.
- B. Deliver signs according to project schedule. Storage provided by contractor.

1.4 REFERENCES

- A. Publications listed below form a part of this specification to extent referenced. Publications are referenced in text by basic designation only.
 1. American National Standards Institute (ANSI).
 2. Uniform Sign Code
 3. Federal Specifications
 4. American Society for Testing & Materials
 5. Novi City Code
 6. 2005 National Electric Code (NEC)
 7. 2003 Michigan Building Code

1.5 SIGNAGE LOCATIONS

General locations have been provided for each sign in the Base Bid and Alternate #1. The contractor will recommend specific sign locations by staking the posts of each sign once under ground utilities and required setbacks have been located. Final sign locations are to be approved by a City of Novi representative.

1.6 PERMITS

Permits and supporting documentation/calculations/drawings will be the responsibility of the contractor. City of Novi, Oakland County Road Commission and MDOT approval and permits as required. City of Novi permit fees will be waived.

Permits required include:

- Sign
- Building
- Right-of-Way

- Electrical for illuminated signage

1.7 PRIMARY ELECTRICAL

Electrical supply (where applicable by type of sign) will be provided by the City of Novi to a point within 10 feet of the sign location. Electrical connection from there to the sign will be provided by a licensed contractor and is the responsibility of the sign contractor.

Add/Alternate: Provide electrical service (and installation of disconnect) from existing location to within 10 feet of sign.

1.8 WARRANTY

Provide manufacturer's warranty against defect in materials. Warranty shall provide material and labor to replace defective materials.

1.9 ATTACHMENTS

The following exhibits are included as part of this bid package:

EXHIBIT 1 – Sign design drawings

EXHIBIT 2 – Maps showing proposed locations for signs

PART 2 - PRODUCTS

2.1 SIGN COMPONENTS

A. Internal Structural Framing: Provide internal framing system, designed to withstand wind pressure specified by 2003 Michigan Building Code. Fabricate framing to profile indicated using structural angles, channels, plates and similar shapes. Provide welded construction using mitered joints. Prime and paint all structural steel welds. Cut, drill, and tap units to receive hardware, bolts and similar items.

1. Illuminated Units: Provide internal illumination as indicated on design drawings.
2. Electrical signs must be UL labeled.
3. Each internally illuminated sign must have a separate disconnect switch located on the sign.

2.2 SIGN MATERIALS

A. Aluminum Extrusions: Provide alloy and temper recommended by the aluminum producer or finisher for the type of use and finish indicated and with not less than the strength and durability properties specified in ASTM B 221 for 6063-T5.

1. Provide extrusion by SignComp, 2925 Walkent Court, NW #A, Grand Rapids, MI. 877-784-0405. No exceptions allowed
- B. Paints shall be made for the surface material on which they are to be applied and as recommended by the manufacturer of the paint. Identification of paint shall be noted on shop drawings with method of application.
1. Prime coats or other surface pre-treatments, where recommended, shall be included in the work. Coatings shall be even over the entire surface to be painted without voids, runs, sags, brush or roller marks.
 2. Exterior paint finishes shall be acrylic polyurethane, satin finish.
 3. Acrylic Polyurethane finish shall be applied at the rate of 2.5 mils per coat by air or airless spray. Required manufacturer: Matthew's Paint Company.
 4. Colored Coatings for Acrylic Plastic sheet: Use paints for background colors. Required manufacturer: Matthew's Paint Company.
 5. Sign colors as indicated on design drawings and shall be exactly as specified. Sign colors shall be consistent in chroma and in value, shall maintain even opacity or translucency and be free of any imperfections.

2.3 FABRICATION

- A. General: Comply with requirements indicated for materials, thickness, finishes, colors, designs, shapes, sizes, and details of construction as indicated on design drawings.
- B. Allow for thermal movement resulting from a maximum ambient temperature change (range) of 100 degrees F (55.5 degrees C). Design, fabricate, and install sign assemblies to prevent buckling, opening of joints, and over stressing welds and fasteners. Base design on actual surface temperatures of metals due to both solar heat gain and nighttime sky heat loss.
- C. Welded Connections: Comply with AWS for recommended practices in shop welding. Provide welds behind finished surfaces without distortion or discoloration of the exposed side. Clean exposed welded surfaces of welding flux and dress on all exposed and contact surfaces.
- D. Mill joints to a tight, hairline fit. Form joints exposed to the weather to exclude water penetration.
- E. Pre-assemble signs in the shop to the greatest extent possible to minimize field assembly. Disassemble signs only as necessary for shipping and handling limitations. Clearly mark units for re-assembly and installation, in a location not exposed to view after final assembly.
- F. Conceal fasteners where possible; otherwise locate fasteners where they will be inconspicuous. Indicate all exposed fastener locations on Shop Drawings.

- G. Colors and Textures: For exposed sign material that requires selection of materials with integral or applied colors, textures, or other characteristics related to appearance, provide color matches as specified by the design drawings.
- H. Aluminum Finishes: Comply with Matthew Paint Company "Instruction Manual" for finish designations and application specifications.
 - 1. Color: Match Designer's specifications (as outlined on attached drawings).
 - 2. All scratches shall be re-primed prior to paint repair touch-ups.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Contractor is responsible for contacting Miss Dig 48 hours prior to work commencing.
- B. Contractor is responsible for coordinating all work with the sub trades necessary to the successful installation of the project.
- C. Installation of **BASE bid shall be completed by August 15, 2008.**
- D. Installation of **ALTERNATE I and ALTERNATE II shall be completed by September 15, 2008.**

3.2 SITE RESTORATION

- A. Remove all spoils and restore site grading and vegetation to pre-installation condition.

3.3 SAFETY STANDARDS

- A. Contractor is responsible for compliance with all applicable MIOSHA and Traffic Safety Standards during installation.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____
as Principal, hereinafter called the CONTRACTOR, and _____

_____ as Surety, hereinafter called Surety, and held and firmly bound unto

CITY OF NOVI, MICHIGAN

as Obligee, hereinafter called the OWNER, in the amount of _____ Dollars (\$ _____)

for the payment of which the CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the CONTRACTOR has been awarded a Contract by the OWNER for the construction of

(insert project description)

in accordance with Plans and Specifications prepared by *(fill-in engineering firm's name)*, Job No. _____, which award was conditioned on the CONTRACTOR providing this Performance Bond and which Contract upon being fully executed by the OWNER and the CONTRACTOR shall by reference automatically be made a part hereof, and is hereinafter referred to as "the Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the CONTRACTOR shall promptly and faithfully perform said Contract, in accordance with the terms and conditions of the Contract, then the CONTRACTOR and SURETY shall have no further obligation under this bond; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

1. The SURETY hereby waives notice of any alteration or extension of time under the Contract made by the OWNER.

2. SURETY'S obligation under this Performance Bond shall arise after the OWNER has declared a Contractor Default as defined below, formally terminated the Contract or the CONTRACTOR'S right to complete the Contract, and notified the SURETY of the OWNER'S claim under this Performance Bond.

3. When the OWNER has satisfied the conditions of Paragraph 2 above, the SURETY shall, at the SURETY'S sole cost and expense, undertake one or more of the following actions:

a. Arrange for the CONTRACTOR to perform and complete the Contract; provided, however, that the SURETY may not proceed with this option, except upon the express written consent of the OWNER, which consent may be withheld by the OWNER for any reason; or

b. Perform and complete the Contract itself, through qualified contractors who are acceptable to the OWNER, through a contract between the SURETY and qualified contractors, performance and completion of which shall be undertaken in strict accordance with the terms and conditions of the Contract, including (but not limited to) time for completion; or

c. Tender payment to the OWNER in the amount of all losses incurred by the OWNER as a result of the Contractor Default, as determined by the OWNER, for which the SURETY is liable to the OWNER, including all costs of completion of the Contract and all consequential losses, costs, and expenses incurred by the OWNER as a result of the Contractor Default, and including all

REQUIRED BOND LANGUAGE

unpaid fees or payments owed to the OWNER by the CONTRACTOR under the Contract, except that SURETY'S payment under this option shall in no event exceed the limit of the Bond Amount. The SURETY may not proceed with this option, in lieu of the options set forth in paragraphs (a) or (b) above, except upon the express written consent of the OWNER, which consent may be withheld by the OWNER for any reason.

4. The SURETY shall proceed under Paragraph 3, above, within fourteen (14) business days after notice from the OWNER to the SURETY of the Contractor Default, of the formal termination of the Contract or the CONTRACTOR'S right to complete the Contract, and of the OWNER'S intention to have SURETY complete the Contract, except that SURETY shall proceed within twenty-four (24) hours after notice where the notice states that immediate action by SURETY is necessary to safeguard life or property.

5. If SURETY fails to proceed in accordance with Paragraphs 3 and 4, above, then SURETY shall be deemed to be in default on this Performance Bond three (3) business days after receipt of written notice from OWNER to SURETY demanding that SURETY perform its obligations under this Performance Bond. Thereafter, if notice to SURETY is without effect, OWNER shall be entitled to enforce any legal or equitable remedies available to OWNER, including completion of the Contract by contractors of its own choosing or OWNER'S employees or agents, and CONTRACTOR and SURETY shall, jointly and severally, be liable for all costs of such completion and all consequential losses, costs, and expenses so incurred (including all unpaid fees and expenses owed to the OWNER by the CONTRACTOR as a result of the CONTRACTOR'S default).

6. After OWNER has terminated the Contract or the CONTRACTOR'S right to complete the Contract, and if SURETY is proceeding under subparagraphs 3(a) or 3(b) above, then the responsibilities of SURETY to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the SURETY shall not be greater than those of the OWNER under the Contract. SURETY shall be obligated to the limit of Bond Amount as set forth on the front page; subject, however, to a commitment by the OWNER for payment to the SURETY of the Balance of the Contract Price in mitigation of costs and damages on the Contract. SURETY shall be obligated, without duplication, for:

a. The responsibilities of CONTRACTOR for correction of defective or unsuitable work and performance and completion of the Contract.

b. Additional legal, design professional, and delay costs incurred by the OWNER as a result of the Contractor's Default, and as a result of SURETY'S actions or failures to act under Paragraph 5, above;

c. Liquidated damages as specified in the Contract, or, if no liquidated damages are specified in the Contract, actual damages and consequential damages incurred by the OWNER as a result of delayed performance or nonperformance of Contract by the CONTRACTOR or the SURETY; and

d. Payment of all unpaid and due and owing fees or payments owed to the OWNER under the Contract at the time of the Contractor Default.

7. To the extent of payment to the SURETY of the Balance of the Contract Price, SURETY shall defend, indemnify, and hold harmless OWNER from all claims, suits, causes of actions, and demands (including all costs of litigation and a reasonable attorney's fee), which are brought against the OWNER by the CONTRACTOR or by any other party and which arise from or by reason of payment to the SURETY the Balance of the Contract Price.

REQUIRED BOND LANGUAGE

8. All notices to SURETY or CONTRACTOR shall be mailed or delivered to the respective addresses shown on the signature page. In the event of a change in address of SURETY or CONTRACTOR, such party shall promptly provide notice to the OWNER and the other party, with such notice to include the Contract number and this Performance Bond number.

9. Any provision of this Performance Bond that conflicts with the statutory or legal requirements of Michigan Public Act 213 of 1963 shall be deemed deleted here from and the provisions of such statutory or other legal requirements shall be deemed incorporated herein.

10. The law controlling the interpretation or enforcement of this Performance Bond shall be Michigan law.

11. Definitions

a. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including change orders and credits due the OWNER, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract and reduced further by all direct costs and expenses incurred by the OWNER as a result of the Contractor Default, including costs of additional supervision or inspection by OWNER of the CONTRACTOR'S work under the Contract and fees and expenses paid to consultants or others hired by the OWNER for purposes of monitoring or investigating the CONTRACTOR'S work under the Contract.

b. Contract: The agreement between the OWNER and the CONTRACTOR identified on the front page.

c. Contractor Default: "Contractor Default" shall mean the failure or refusal of the CONTRACTOR, after written notice from the OWNER, to cure or remedy, or commence to sure or remedy, a violation of the contract within the time for such cure or remedy under the Contract. "Contractor Default" shall also mean the occurrence of an "event of default" or a "termination for cause" as those or similar terms are defined or provided for in the Contract's terms, conditions, and provisions.

Signed and Sealed This _____ day of _____, 20_____

In the Presence of: *(fill-in name of contractor)*

WITNESS

Principal

Title

WITNESS

Surety

Title

REQUIRED BOND LANGUAGE

Address of Surety

Bond No.

City

Zip Code

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
hereinafter called the "Principal", and _____

hereinafter called the "Surety," are held and firmly bound unto

CITY OF NOVI, MICHIGAN

Hereinafter called the "Owner," as Obligee, for the just and full sum of _____

_____ Dollars (\$ _____)
for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal was awarded a Contract by the Owner dated the _
_____ day of _____, for the construction of

(fill-in Project Name)

AND WHEREAS, this Contract was awarded upon the express condition that the
Principal would furnish a _____ () year Maintenance Bond from the date of formal acceptance by the
City Council to repair or replace any deficiencies in Labor or Material;

AND WHEREAS, the Principal warrants the workmanship and all materials used in the
construction installation, and completion of said project to be of good quality and constructed and
completed in a workmanlike manner in accordance with the standards, specifications and requirements of
the said job;

NOW, THEREFORE, the condition of this obligation is such that if the above Principal
shall replace such defective material and shall repair all defects due to defective workmanship and/or
materials that shall occur on or before _____ () year(s) of final acceptance by Owner through
resolution of the City Council, then this obligation shall be void, otherwise to be and remain in full force,
effect and virtue.

If the Principal does not correct defects reported in writing by the Owner to the Principal and Surety by
repair or replacement as directed by the Owner within the time required, which shall not be less than
seven (7) days from service of the notice, the Owner shall have the right to perform or secure the
performance of the corrections, with all costs and expenses in doing so, including an administrative fee
equal to twenty-five percent (25%) of the repair costs, charged to and to be received from the Principal or
Surety.

Emergency repairs that are necessary to protect life and property may be undertaken by the Owner
immediately and without advance notice to the Principal and Surety, with the cost and expense of the
repair, plus the administrative fee, to be charged to and received from the Principal and Surety.

Any repairs the Owner may perform as provided in this Bond may be by Owner employees, agents, or
independent contractors. The Owner shall not be required to utilize competitive bidding unless otherwise

REQUIRED BOND LANGUAGE

required by applicable law, with labor cost and expense charges when Owner employees are utilized to be based on the hourly cost to the Owner of the employee(s) performing the repair.

It is further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the Owner, its agents and other working on the Owner's behalf, harmless from all claims for damages or injuries to persons or property arising from or related to defects in work or materials, the correction of which are covered and guaranteed by this Bond, including claims arising under the worker's compensation laws of the State of Michigan.

Signed and Sealed this _____ day of _____, 20____.

In the Presence of:

WITNESS

(fill-in name of construction contractor)

Principal

Title

Surety

Title

Address of Surety

Bond No.

City

Zip Code

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that _____

as Principal, hereinafter called the CONTRACTOR, and _____

_____ as SURETY, hereinafter called Surety, are held and firmly bound unto

CITY OF NOVI, MICHIGAN

as Obligee, hereinafter called the OWNER, for the use and benefit of claimants hereinbelow defined, in the amount of _____

_____ Dollars (\$ _____)
(Amount shall be shown in both words and figures).

for the Payment of which the CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has been awarded a Contract by the OWNER for the construction of

(fill-in project name)

in accordance with Plans and Specifications prepared by (fill-in Engineering Firm's name), Job No. _____, which award was conditioned on the CONTRACTOR providing this Payment Bond and which Contract upon being fully executed by the OWNER and the CONTRACTOR shall be referenced automatically be made a part hereof and is hereinafter referred to as "the Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor, material, and equipment used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however to the following conditions:

A. A claimant is defined as one having a direct contract with the CONTRACTOR or with a subcontractor of the CONTRACTOR for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.

B. The above named CONTRACTOR and SURETY hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been Paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

REQUIRED BOND LANGUAGE

C. SURETY'S obligation to pay a Claimant under this Payment Bond is conditioned on the Claimant providing notice of, perfecting, and prosecuting its claim in compliance with the requirements of Michigan Public Act No. 213 of 1963, as amended, and other applicable Michigan law. Any provision of this Payment Bond that conflicts with the statutory or legal requirements set forth in Michigan Public Act 213 of 1963 shall be deemed deleted herefrom, and the provisions of such statutory or other legal requirements shall be deemed incorporated herein.

At least sixty (60) days prior written notice shall be given to the OWNER by the SURETY of any intention to cancel, replace, or materially alter this bond, such notice to be given by registered mail to the OWNER and Principal.

Signed and Sealed this _____ day of _____, 20_____.

In the Presence of:

WITNESS

(insert Contractor's name)

Principal

Title

WITNESS

Surety

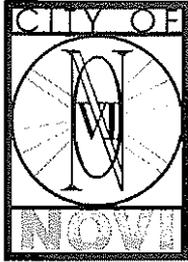
Title

Address of Surety

Bond No.

City

Zip Code



cityofnovi.org

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. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
3. 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.
4. 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.

All policies except Professional Liability insurance shall name the City of Novi, its officers, agents and employees as additional insured. Certificates of Insurance

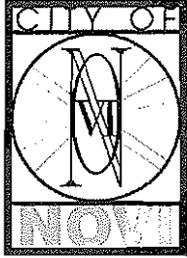
evidencing such coverage shall be submitted to Sue Morianti, Purchasing Manager, City of Novi, 45175 West Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

5. 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.
6. 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.
7. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS

Indemnity

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 of 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 in 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.



cityofnovi.org

CITY OF NOVI

GENERAL CONDITIONS

PREPARATION OF BID/ REQUEST FOR PROPOSALS

1. Bidders/Proposers are expected to examine specifications and all instructions. Failure to do so will be at the bidder's risk.
2. The City of Novi is not liable for any costs incurred by bidders/proposers prior to issuance of an award/contract. Each bidder/proposer shall furnish all information required in the Bid/RFP package. Any erasures or changes must be initialed by the person signing the bid/proposal form. Corrections or modifications received after the closing time specified will not be accepted.
3. The City of Novi reserves the right to amend this bid prior to the bid opening date indicated. Only written addenda will be binding. If upon review, material errors in specifications are found, contact the Purchasing Department immediately, prior to the bid opening date to allow for review and subsequent clarification on the part of the City of Novi.

SUBMISSION OF BID/REQUEST FOR PROPOSALS

1. To be considered, each firm must submit a complete response. The bid/proposal must be signed by an authorized agent of the bidding/proposing firm to bind the submitter to its provisions.
2. An unbound original proposal with the required number of copies of the bid/proposal shall be submitted in a sealed envelope and shall include the following information on the face of the envelope:

Bidder's/Proposer's Name
Address
Name of Bid/RFP

Failure to do so may result in a premature opening or failure to open such proposal. Bidders must use attached bid proposal form when included. Those which do not comply with these conditions are subject to rejection.

3. Should any prospective bidder/proposer be in doubt as to the true meaning of any portion of this bid/RFP or should the prospective bidder/proposer find any patent ambiguity, inconsistency, or omission therein, the bidder/proposer shall make a written request for an official interpretation. Such request shall be submitted to the Purchasing Manager as specified in the Instructions to Bidders.

4. Such interpretation, as well as any additional information will be made only as an addendum which will be posted on the Michigan Intergovernmental Trade Network (MITN) website at www.mitn.info.
5. Bidders/Proposers are responsible for the timely receipt of their bid/RFP. Delays in the mail will not be considered. Any proposal received after the stated deadline will not be considered or opened. Faxed bids/proposals are not accepted.
6. A bid/RFP may be withdrawn by giving written notice to the Purchasing Manager before the stated closing time. After the stated closing time, no bid/RFP may be withdrawn or canceled for a period of one hundred twenty (120) days after stated closing time.
7. The firm, by execution of the proposal, thereby declares that the proposal is made without collusion with any other person, firm, or corporation making any other proposal, or who otherwise would make a proposal.

DISCLOSURE

All information in the bidder's/proposer's proposal is 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 thereto.

CONSIDERATION OF PROPOSALS

1. 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/proposer states in his/her proposal what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such proposal.

2. 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.
3. Samples for testing may be requested by the City of Novi during bid/proposal evaluation. Samples shall be free to the City. Failure to provide samples or demonstrations on a timely basis will be justification for bid/proposal rejection.
4. 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:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - 1) The potential for fire, explosion, corrosivity, and reactivity;
 - 2) 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
 - 3) The primary routes of entry and symptoms of overexposure.
- C. 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.
- D. The emergency procedure for spills, fire, disposal, and first aid.
- E. 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.
- F. 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.

BID/RFP AWARD

1. Upon receipt of materials, each bid/proposal will be reviewed. Bids/proposals may be reviewed with respect to, but not limited to, the following factors:
 - A. Unit Price - In case of mistakes in extension, the unit price shall govern.
 - B. Total Price
 - C. Delivery Time
 - D. City of Novi's evaluation of vendor's ability to perform.
 - E. Vendor's past performance record
 - F. City of Novi's experience with products bid
 - G. Results of testing samples (if requested)
 - H. Specific needs and requirements of the City of Novi
 - I. References

The departmental recommendation will be placed on the agenda for action by the City Council.

2. The City of Novi reserves the right to award the bid/proposal in its entirety or to subdivide the award according to the best interests of the City of Novi.
3. After contract award, a summary of total price information for all submissions will be furnished to those vendors participating in the bid/RFP.
4. 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.

TERMS

1. All bid prices will be based on F.O.B. (City of Novi) our location.
2. 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 proposal figure. 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.

3. Where applicable, a packing list shall accompany each shipment and shall include the following information:
 - A. Name and address of vendor
 - B. Name of requesting department
 - C. **CITY OF NOVI PURCHASE ORDER NUMBER**
 - D. Description of material shipped, including item numbers, quantity, number of packages.

4. Invoices shall be sent directly to:

THE CITY OF NOVI
ATTN: FINANCE DEPARTMENT
45175 West Ten Mile
Novi, Michigan 48375

INVOICES MUST CONTAIN THE CITY OF NOVI PURCHASE ORDER NUMBER IN ORDER TO BE PROCESSED.

5. Fund Out -The City of Novi shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the City of Novi may terminate this contract upon thirty (30) days prior written notice to the contactor.
6. Non-Performance – If in the opinion of the City of Novi, the contractor fails to perform after reasonable notice, or the contractor willfully or negligently does not comply with specifications, requirements, terms and conditions of the contract, the City reserves the right to cancel the contract by means of written notification.

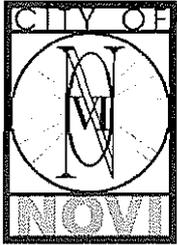
CHECK LIST FOR BIDDERS

All information required by the terms of the bid documents must be furnished.

MISTAKES OR OMISSIONS CAN RESULT IN THE REJECTION OF YOUR BID.

Important items for you to check are included in, but not limited to, those listed below. This checklist is furnished only to assist you in submitting a proper bid. Check as you read.

- _____ Is your bid properly signed? (refer to bid documents)
- _____ If required, have you entered a unit price for each bid item?
- _____ If required, have you entered the unit price or lump sum price in both words and figures? (unit price or lump sum price in words governs)
- _____ Are decimals in unit price in the proper places? Are your figures legible?
- _____ Are any corrections initialed?
- _____ Is the envelope containing your bid properly identified that it is a sealed bid and does it contain the correct project name and bid opening date?
- _____ If required, are references included?
- _____ Will your bid arrive on time? Late bids will not be considered. Bids must be received by the **Office of the Purchasing Manager** before the time specified on the date specified.
- _____ Are any bid bonds or bid deposits, if required, included in your bid package?
- _____ Addendum(s), if issued, acknowledged on your bid proposal?
- _____ Did you include an **unbound** original bid (marked as **"Original"**) plus the required number of copies of your bid?



cityofnovi.org

**CITY OF NOVI
EXTERIOR WELCOME SIGNAGE –
FABRICATION & INSTALLATION**

QUESTIONNAIRE FORM

Date: _____

Firm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Firm Established: _____ Years in Business: _____

Type of Organization: (Circle One)

- a. Individual b. Partnership c. Corporation d. Joint Venture e. Other

How many full time employees? _____

How many part time employees? _____

Provide information relative to the experience your company has had working with municipalities. Please provide the names of municipalities where service was provided.

Provide information relative to the experience and financial capability of your company to carry out the terms of this contract.

Identify those in your firm who would be responsible, including on-site supervision for this project, and submit copies of their certifications. Include educational background of principals and those who will be working on the project.

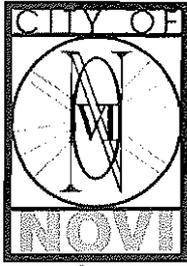
How many clients does your company currently serve with the type of services described? Provide a list.

Please provide a list of client references (minimum of 5). Include name, address, phone number and contact person. Please include any municipalities (or other governmental agencies) that you worked for.

Provide an Equipment List that will be on site and available for use by the crew performing sign installation (including trucks, tractors, etc...).

Based on your current resources, are you available to fabricate and install the signs identified within the timeframe allocated? Please explain.

Provide a description of your company's philosophy relative to entryway/welcome signage.



cityofnovi.org

**CITY OF NOVI
EXTERIOR WELCOME SIGNAGE –
FABRICATION & INSTALLATION**

PROPOSAL FORM

BASE BID	Quantity	Unit Price	Total
Sign Type A	2	\$	\$
Sign Type C	1	\$	\$
Installation Materials	1	\$	\$
Delivery and Installation	1	\$	\$
TOTAL BASE BID			\$

ALTERNATE #1	Quantity	Unit Price	Total
Sign Type B	2	\$	\$
Sign Type A	1	\$	\$
Sign Type D	3	\$	\$
Installation Materials	1	\$	\$
Delivery and Installation	1	\$	\$
TOTAL ALTERNATE #1			\$

TOTAL (BASE BID + ALTERNATE #1) \$ _____

ADD/ALTERNATE:

Provide electrical service (& installation of disconnect) from existing location to within 10 feet of the 3 illuminated sign locations in Base Bid Lump sum \$ _____

Provide electrical service (& installation of disconnect) from existing location to within 10 feet of the 1 illuminated sign location in Alternate #1 \$ _____

**We acknowledge receipt of the following Addendums:
(please indicate numbers below)**

Comments: _____

AUTHORIZATION:

The undersigned herein submitted this proposal and agrees to enter into an agreement with the City of Novi in accordance with the bidding documents. In submitting this complete and signed proposal, it is understood that the right is reserved by the City of Novi to reject any or all bids and to make such award that, in the opinion of City Council, is in the best interest of the City of Novi.

Name of Bidder: _____

Business Address of Bidder: _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Name of Authorized Signer: _____

(please print)

Authorized Signature _____

Title of Signer _____ Date _____

Email Address _____