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# CITY of NOVI CITY COUNCIL

## Agenda Item C December 6, 2010

**SUBJECT: Approval to award the Civic Center Wood Flooring Installation Project (Meeting Rooms A, B, and C) to Foster Specialty Floors, the lowest qualified bidder, in the amount of \$19,570.**

**SUBMITTING DEPARTMENT:** Facility Operations

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>\$19,570</b>
<b>AMOUNT BUDGETED</b>	<b>\$95,000 (Includes \$45,000 for internal facility upgrades.)</b>
<b>APPROPRIATION REQUIRED</b>	<b>N/A</b>
<b>LINE ITEM NUMBER</b>	<b>101-265.00-976.000</b>

### BACKGROUND INFORMATION:

The City has budgeted funds to upgrade the meeting rooms located in the northwest corner of the Civic Center. The rooms, commonly referred to as Meeting Rooms A, B, and C are used for various program activities and rentals. The carpeted rooms are divided by two folding walls that allows for multiple room configurations. The rooms serve both internal and external customers. Therefore, the wear and tear on these rooms over the years is beginning to show. Facility Operations staff met with members of the Parks, Recreation and Cultural Services Department and the Civic Center Campus Public Programming Venture Team. Both groups provided various options for the improvement of the meeting space. It was determined that a wood sport floor (Robbins Sportwood) solution would provide the best multi-use surface. One of the factors that lead to this decision was the Leisure Vision Community Survey (2009) in which our community identified fitness and wellness programs (44%) as the number one needed recreation programs. This solution will provide the multi-use environment to offer these types of programs (fitness/wellness, dance, etc.) while still accommodating meeting and rental requests.

An invitation for bids was published on the Michigan Inter-governmental Trade Network (MITN). In addition to the flooring specification listed in the bid a requirement that the project work be completed by January 16<sup>th</sup>, 2011 was included to accommodate the Parks, Recreation, and Cultural Services programming schedule. The City received (4) responses ranging in price from \$19,570 to \$32,850. After review by Facility Operations and Parks, Recreation, and Cultural Services staff we are recommending Foster Specialty Floors. In addition to Foster Specialty Floors being the lowest bidder they have an impressive list of references including Novi Public Schools and the University of Michigan.

**RECOMMENDED ACTION: Approval to award the Civic Center Wood Flooring Installation Project (Meeting Rooms A, B, and C) to Foster Specialty Floors, the lowest qualified bidder, in the amount of \$19,570.**

	1	2	Y	N
<b>Mayor Landry</b>				
<b>Mayor Pro Tem Gatt</b>				
<b>Council Member Fischer</b>				

	1	2	Y	N
<b>Council Member Margolis</b>				
<b>Council Member Mutch</b>				
<b>Council Member Staudt</b>				

**CITY OF NOVI  
CIVIC CENTER WOOD FLOORING PROJECT BID TABULATION "AS READ"  
TUESDAY, NOVEMBER 23, 2010 3:00 P.M.**

This tabulation reflects submittal data by the following companies. However, they have not been evaluated for accuracy of information. Final decision for award will be determined once the evaluation has been completed.

<b>Company</b>	<b>Manufacturer</b>	<b>Sq Ft</b>	<b>Base Bid</b>	<b>Alternate #1 - ADA ramps</b>	<b>Project Completion</b>	<b>Comments/ Exceptions</b>
Advanced Construction	Schafer Hardwood Floors - Maple	1,980	\$ 32,850.00	see add #2, \$0.00	1/16/11	
Ashor Associates	Robbins Sportwood Ultrastar	1,851	\$ 26,233.00	\$ 1,500.00	1/16/11	Base bid includes 3/4" x 4" wood maple baseboard, slotted on back for ventilation. Base bid does not include sales tax on materials.
Foster Specialty Floors	Robbins Sportwood as specified	1,820	\$ 19,570.00	\$ 1,000.00	1/7/11	
Master Craft			\$ 22,497.16			



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CITY OF NOVI  
BID FORM (REVISED)

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

**CIVIC CENTER WOOD FLOORING INSTALLATION PROJECT**

**Base Bid:** Civic Center Wood Flooring Project

Manufacturer/Name Robbins Sportwood as Specified

Sq Ft 1820 sq. ft. \$ 19,570.00 Lump Sum

**Alternate #1:** ADA Entry Ramps \$ 1,000.00 Lump Sum

**Project will be completed by:** January 7, 2011

**We acknowledge receipt of the following Addenda:** 1 & 2  
(please indicate numbers)

**Exceptions to specifications** (all exceptions must be indicated here):

None

**Comments:** Bid is exactly per Plans & Specifications

**What is the primary focus of your company?** Sports Flooring

**How long has your firm been providing wood flooring installation services?** 86 Years

**How many municipalities or school districts have you provided wood flooring installations for? Please list:**

Hundreds of Districts, Thousands of Floors

See attached list of Sportwood Installations.

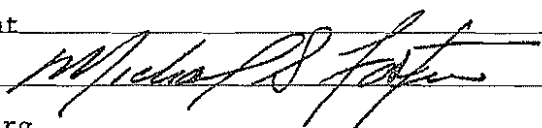
**References: Please provide at least three (3) recent client reference. Municipal, school district or commercial references preferred:**

Municipality/Company Huron Valley Schools  
Address Operations Department Milford, MI  
Phone (248) 676-8315 Contact name Ms. Sue Gilson  
Project description: Twin Fieldhouses 70,000+ Feet Sports Flooring

Municipality/Company Western Michigan University  
Address Kalamazoo, MI  
Phone (269) 760-5135 Contact name Dannie Alexander  
Project description: Gary Student Center 100,000 Feet Sports Flooring

Municipality/Company Novi Public Schools  
Address Novi High School - Novi, MI  
Phone (248) 449-1200 Contact name Jeff Satzen  
Project description: Novi High School Gym - Installation & Recent Repairs  
See Attached for More References -

**Bid submitted by:**

Company (Legal Registration) Foster Specialty Floors  
Address 30681 Wixom Road, PO Box 9308293  
City Wixom State MI Zip 48393  
Telephone (248) 669-5311 Fax (248) 669-4426  
Representative's Name (please print) Michael S. Foster  
Representative's Title President  
Representative's Signature   
E-mail mfoster@sportsfloor.org  
Date 11/23/2010

30681 Wixom Road  
P.O. Box 930382  
Wixom, Michigan 48393  
248-669-5311  
248-669-4426 Fax

# *Foster*

## *Specialty Floors*

Established 1924  
Sports Flooring  
Synthetic Turf  
Running Tracks  
Maintenance Services  
[www.sportsfloor.org](http://www.sportsfloor.org)

### **List of Installation References:**

University of Michigan  
Shelly Fabrizio - Crisler Arena Facility Manager  
(734) - 998-7236

Michigan State University  
Greg Ianni - Associate Director of Athletics  
517-355-5263

Spring Arbor University  
Ryan Cottingham, Associate Athletic Director  
517-750-6505

Calvin College  
Ed Van Andel  
(616) 634-9722

Davenport University  
Jim Becsey  
(616) 451-3511

Lakeview Public Schools  
Greg Hermsen  
(269) 451-3511

Birmingham Public Schools  
Steve King  
(248) 203-3983

Western Michigan University  
Dannie Alexander, Assistance Athletic Director  
(269) 760-5135

Plainwell Community Schools  
Bill Andrews, Athletic Director  
(269) 685-2096

30681 Wixom Road  
P.O. Box 930382  
Wixom, Michigan 48393  
248-669-5311  
248-669-4426 Fax

# Foster

*Specialty Floors*

Established 1924  
Sports Flooring  
Synthetic Turf  
Running Tracks  
Maintenance Services  
[www.sportsfloor.org](http://www.sportsfloor.org)

## **ROBBINS SPORTWOOD INSTALLATIONS (PARTIAL LIST) Page 1.**

Installed by *Foster Floors*

### Older Installations:

Genesee High School-Genesee School District (1978-79).

*This is our first installation of the Sportwood product.*

Eppler Middle School-Utica Community Schools (1985)

Utica High School-Utica Community Schools (1985)

Shelby Middle School-Utica Community Schools (1985)

Sodt Elementary-Monroe Jefferson Schools (mid 80's)

Ann Arbor Huron HS-Ann Arbor Public Schools (early 80's)

### More Recent Installations:

Michigan Athletic Club-East Lansing (1990, 1997)

Pleasant View Elem-Walled Lake, MI (1990)

Roosevelt Elementary-West Bloomfield, MI (1998)

Country Oaks Elementary-Milford, MI (1995)

Pettisville H.S. – Pettisville, OH (1995) Boston Square Main Basketball Court

Grand Haven HS-Grand Haven, MI (1996) Boston Square

Zeeland HS-Zeeland, MI (1996)

South Lake MS-St. Clair Shores, MI (1998)

University of Notre Dame New Student Rec. Ctr. (1998)

Clarkston HS (1998)

Hartland HS-Hartland, MI (1993, 2000) aux. and main gyms

Hartland MS-Hartland, MI (1998)

New Hartland Elem-Hartland, MI (2002)

Seaholm HS-Birmingham, MI (1999) Boston Square

St. Clair HS-St. Clair, MI (1999) Boston Square

Wabash HS-Wabash, IN (1990, 2003) 2 gym's Boston Square

La Crosse HS- La Crosse, IN (1992) Boston Square

Holt Jr. High-Holt, MI (1992)

St. Matthews-Walled Lake, MI (2000)

Traverse City West HS (1998) Boston Square

Traverse City Central HS (1999)

Lakeshore HS- St. Clair Shores, MI (1999) Boston Square

Jackson Elem.-Oak Park, MI (1999)

Nuner Elem.-Mishawaka, IN (2000)

Wilson Elem-South Bend, IN (2000)

Word of Faith Church – Southfield, MI (2000)

St. Matthew Lutheran- Walled Lk, MI (2000)

Sportwood Installations Continued Page 2.

Mt. Pleasant HS-Mt. Pleasant, MI (2000) Boston Square  
Lakeview Elem-Lakeview, MI (2000)  
Roseville HS-Roseville, MI (2000)  
Lawrence K-8, Lawrence, MI (2000)  
Lincoln MS-Ypsilanti Lincoln Schools (2001)  
Brick Elem-Ypsilanti Lincoln Schools (2001) Boston Square  
Rossford Jr.High-Rossford, OH. (2001)  
Jefferson Jr. High-Washington Local Schools Toledo, OH. (2001)  
Law Elem-Detroit Public Schools (2001)  
Madison Heights HS (2001)  
Spain Dual School-Detroit Public Schools (2001)  
Steil Youth Center-Grand Rapids (2001)  
Troy Community Center – Troy, MI (2002) 2 Aerobics Studios  
Franklin Elem-Grand Rapids (2002)  
Mississinewa HS-Gas City, IN (2002) Boston Square  
Lutheran High-Westland, MI (2002)  
Sylvania Senior Center- Sylvania, OH (2002)  
Portage Northern HS (2002)  
Portage Central HS (2002)  
Flint/Genesee Job Corp – Flint, MI (2003) Boston Square (Main Basketball Court)  
Doherty Elementary – West Bloomfield, MI (2003)  
Warren Community Center – Warren, MI (2003)  
Lansing YMCA (2003)  
Lansing Wellness Ctr. (2003)  
Rose Park Christian –Holland, MI (2003) Boston Square (Main Basketball Court)  
Quaker Haven Camp- Syracuse, IN (2003)  
Lansing Waverly M.S. – Lansing, MI (2003) 2 gyms  
Green Intermediate – South Bend, IN (2003)  
Elkhart LDS Church – Elkhart, IN (2003)  
Jackson Free Methodist – Jackson, MI (2003)  
Traverse City Montessori – Traverse City, MI (2003)  
St. Mary's Parish – Pinckney, MI (2003)  
Miami Elementary – Chippewa Valley Schools (2004)  
Huron Elementary – Chippewa Valley Schools (2004)  
Fox Elementary – Chippewa Valley School (2004)  
Jefferson Intermediate- South Bend, IN (2004)  
Ernst Elementary – Roanoke, IN (2004)  
Francis Family YMCA – Bedford, MI (2004) Gym & Aerobics  
Ann Arbor YMCA – Ann Arbor, MI (2004) Gym & Aerobics  
Heilmann Middle School – Detroit, MI (2004) Boston Square (Main Basketball Court)  
Carlson H.S. – Gibraltar, MI (2004) Fusion System  
Milford H.S.- Highland, MI (2004) Boston Square  
Lakeland H.S.- White Lake, MI (2004) Boston Square  
Macomb Twp Rec Center (2004) Boston Square (Main Basketball Court)



Sportwood Installations Continued Page 3.

East Noble H.S. – Kendallville, IN (2005) Boston Square  
Holland West Ottawa H.S.-Holland, MI (2005) 2 gyms Boston Square (main gym)  
Bentley H.S. – Burton, MI (2005)  
Emmanuel Baptist – Toledo, OH (2005) Boston Square Main BB  
Plainwell H.S. – Plainwell, MI (2005) Boston Square Main BB  
Tower H.S. – Warren, MI (2005)  
Fraser H.S. – Fraser, MI (2005)  
Triple Threat – Battle Creek, MI (2005)  
St. James Parish – Novi, MI (2005)  
Annapolis H.S. – Dearborn Heights, MI (2006)  
Hillel Day School – Farmington Hills, MI (2006)  
Carlson H.S.- Gibraltar, MI (2006) Aux Gym  
Seaholm H.S. – Birmingham, MI (2006)  
Lutheran H.S. South – Newport, MI (2006)  
New Chippewa Valley Elem – Harrison Twp, MI (2006)  
Workman Elem – Canton, MI (2006)  
L'Anse Creuse H.S. – Clinton Twp, MI (2007) Main Ct Boston Square  
Groves High School – Birmingham, MI (2007)  
Macomb Twp Rec Center – Macomb Twp, MI (2007 2<sup>nd</sup> gym-Phase II) Boston Square  
New Baker M.S. – Troy, MI (2007)  
White Lake M.S. – White Lake, MI (2007)  
Jackson Community College – Jackson, MI (2007) Main Ct Boston Square  
Miller Elementary – Canton, MI (2007)  
Dakota 9<sup>th</sup> Grade Center – Macomb Twp, MI (2008)  
Dodson Elem- Canton, MI (2008)  
New Northwood Elem – Royal Oak, MI (2008)  
Ann Arbor Huron H.S. (Dome) – Ann Arbor, MI (2008)  
Eriksson Elem – Canton, MI (2008)  
Field Elem – Canton, MI (2008)  
Hulsing Elem – Canton, MI (2008)  
Tanger Center – Canton, MI (2008)  
Cresset Baptist Church - Durham, NC (2009)  
Lakewood High School - Lake Odessa, MI (2009) Boston Square  
Fort Bragg Dahl Gym - Fort Bragg, NC (2009)  
St. Casimir School – Hammond, IN (2009)  
Portage 12<sup>th</sup> Street Elementary – Portage, MI (2009)  
Shepherd High School – Shepherd, MI (2010)  
Lakeview High School – St. Clair Shores, MI (2010)  
Trinity Academy- Raleigh, NC (2010) Main Ct Boston Square



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

**CIVIC CENTER WOOD FLOORING INSTALLATION PROJECT**

The City of Novi will receive sealed bids for **CIVIC CENTER WOOD FLOORING INSTALLATION PROJECT** according to the specifications of the City of Novi.

**A mandatory pre-bid meeting** will be held **Monday, November 8, 2010 promptly at 10:30 A.M.** at the Novi Civic Center, 45175 W. Ten Mile Rd., Novi, MI 48375-3024.

Sealed bids will be received until **3:00 P.M.** prevailing Eastern Time, **Tuesday, November 23, 2010** 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.

MAILING ENVELOPES MUST BE PLAINLY MARKED

**"CIVIC CENTER WOOD FLOORING INSTALLATION PROJECT"**

AND MUST BEAR THE NAME OF THE BIDDER.

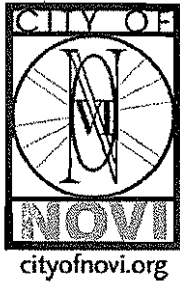
The City reserves the right to accept any or all alternative bids and award a contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; to subdivide the award, and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Sue Moranti  
Purchasing Manager

Notice Dated: November 1, 2010

**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](http://www.mitn.info) and obtain an official copy.



**CITY OF NOVI**  
**CIVIC CENTER WOOD FLOORING INSTALLATION PROJECT**  
**INSTRUCTIONS TO BIDDERS**

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

**IMPORTANT DATES**

Bid Issue Date	November 1, 2010
<b>Mandatory Pre-bid Meeting</b>	<b>Monday, November 8, 2010 promptly at 10:30 A.M.</b> Novi Civic Center Conference Room A 45175 W. Ten Mile Rd Novi, MI 48375
Last Date for Questions	Monday, November 15, 2010 by 12 Noon Please submit all questions via email to: Sue Morianti, Purchasing Manager <a href="mailto:smorianti@cityofnovi.org">smorianti@cityofnovi.org</a>
<b>Response Due Date</b>	<b>Tuesday, November 23, 2010 by 3:00 P.M.</b>
Anticipated Award Date	December 6, 2010

**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 contractor's responsibility to take traffic, weather, etc. into consideration in order to arrive at the pre-bid meeting on time.

**BID SUBMITTALS**

An **ORIGINAL and Three (3) copies** of each bid must be submitted. 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](http://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 is 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.

### **TYPE OF CONTRACT**

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

### **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](http://www.mitn.info) .

### **SUBMISSION OF BID**

Bids must be submitted in a sealed envelope. Outside of mailing envelope must be labeled with name of contractor and name of bid. Failure to do so may result in a premature opening or failure to open such proposal.

To be considered, sealed bids must arrive at the specified location, on or before the specified time and date. There will be no exceptions to this requirement. 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.

Bids must be clearly prepared and legible and 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. ANY CHANGES MADE ON BID FORMS MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.

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.

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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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**  
**CIVIC CENTER WOOD FLOORING INSTALLATION PROJECT**  
**SPECIFICATIONS**

**GENERAL STATEMENT AND OBJECTIVES OF PROJECT**

- Removal of existing carpeted flooring.
- Preparation of base.
- Installation of shock pad (Minimum 7/16").
- Installation of two layers of OSB subfloor (Minimum 7/16" each).
- Installation of Robbins Sportwood Ultra Maple (Minimum 7/16"). **No substitutions will be allowed.**
- Sand and finish with a minimum of two coats of sealer and a minimum of two coats of finish.
- Install new wall base.
- **ALTERNATE #1:** Installation of three ADA entry ramps at doorways

The approximate square footage is 1,790. Contractor is responsible for actual measurements for purpose of bid and installation. Measurements should be taken at the pre-bid meeting.

**TECHNICAL REQUIREMENTS AND QUALIFICATIONS**

- A. **Project work area is available December 13, 2010 – January 16, 2011. All work must be completed during this window.** Building will be closed December 23-24, 2010 and December 30-31, 2010.
- B. All work performed under this contract shall be performed in accordance with all provisions of these specifications within the area identified during the mandatory pre-bid meeting.
- C. The contractor shall immediately upon discovery, bring to the attention of the owner any conflicts that may occur among the various provisions of the specifications.
- D. A reasonable amount of tools, materials or equipment for construction purposes may be stored in such place, but not more than is necessary to avoid delays in construction.
- E. The contractor shall replace all property damaged during the project installation including walls, fixtures, fences, trees, plants, grass, walks, drives, building surfaces, etc. Payment will not be made until any damaged items are repaired.
- F. Upon completion of the work and before acceptance and payment is made, the contractor shall clean and remove from the site of the work, surplus and discarded materials, temporary structures and debris of every kind. The contractor shall leave the site of work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be disposed of in accordance to all Federal, State and Local regulations.



- G. All existing flooring materials and fasteners are to be removed from the existing sub-floor and disposed of in accordance with all Federal, State and Local regulations.

**FINISHING**

All floors are to be sanded per manufacturers recommendations. After sanding the entire surface is to be buffed using a 100 grit or equal grit sandpaper with a heavy duty buffing machine. Contractor shall insure that the entire area of the floor is smooth and free from drum stop marks, gouges, streaks or shiners. The entire area is to be vacuumed and/or tack clothes before the first coat of seal. Floors shall be finished in accordance with manufacturer's instructions with a minimum of 2 coats of approved sealer and two coats of specified finish.

**WARRANTY**

Robbins Inc. shall warrant the Robbins material to be free from manufacturing defects for a period of not less than one year. Contractor shall warrant all work for a period equal to the Robbins warranty.

**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 until the project is completed.

**FREIGHT CHARGES**

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



**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.
3. The City of Novi shall be named as additional insured. 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.
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 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.



**CITY OF NOVI  
BID FORM**

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

**CIVIC CENTER WOOD FLOORING INSTALLATION PROJECT**

**Base Bid:** Civic Center Wood Flooring Project

Sq Ft \_\_\_\_\_ \$ \_\_\_\_\_ Lump Sum

**Alternate #1:** ADA Entry Ramps \$ \_\_\_\_\_ Lump Sum

**Project will be completed by:** \_\_\_\_\_

**We acknowledge receipt of the following Addenda:** \_\_\_\_\_  
(please indicate numbers)

**Exceptions to specifications** (all exceptions must be indicated here):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Comments:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**What is the primary focus of your company?** \_\_\_\_\_

**How long has your firm been providing wood flooring installation services?** \_\_\_\_\_

**How many municipalities or school districts have you provided wood flooring installations for? Please list:**

\_\_\_\_\_  
\_\_\_\_\_

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**References: Please provide at least three (3) recent client reference. Municipal, school district or commercial references preferred:**

Municipality/Company \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Contact name \_\_\_\_\_  
Project description: \_\_\_\_\_

Municipality/Company \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Contact name \_\_\_\_\_  
Project description: \_\_\_\_\_

Municipality/Company \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Contact name \_\_\_\_\_  
Project description: \_\_\_\_\_

**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 \_\_\_\_\_