

CITY of NOVI CITY COUNCIL

Agenda Item 5
June 4, 2012

SUBJECT: Approval to award a contract for audiovisual enhancements to the Civic Center Council Chambers, including construction of an audiovisual control room and ADA accessible presentation area in the back of the chambers and technical upgrades with HD cameras, projection and presentation systems, and atrium sound system to I.COMM, the sole qualified bidder, for an amount not to exceed \$280,835.

SUBMITTING DEPARTMENT: Neighborhood and Business Relations *SLW*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 280,835 (not to exceed)
AMOUNT BUDGETED	\$ 268,840
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	101-295.00-980.100*

*Restricted franchise fees (PEG fees) used for project

BACKGROUND INFORMATION:

The Council Chambers in the Novi Civic Center serve as the assembly space for official City of Novi government meetings, including City Council, Planning Commission, Zoning Board of Appeals, Parks, Recreation & Cultural Services Commission, and the Library Board. These meetings are not only open to the public, they are broadcast on cable television and the internet. The Chambers also serve as a meeting space for community organizations and are rented to the public.

The current audiovisual system in the Novi City Council Chambers was designed and installed more than 20 years ago utilizing standard definition broadcast video with limited projection and presentation equipment. Many of the systems require routine maintenance, with several programs compromised due to legacy hardware no longer in use but still deployed. The quality of the projection image on the large screen behind the dais is poor, utilizing a projection system which is insufficient to provide a viewable image under standard lighting conditions and displaying only partial screen coverage.

The recommended audiovisual enhancements will include:

- Improved image presentation on multiple monitors that will provide effective, impactful viewing in a standard lighting environment.
- Addition of confidence monitors on the dais allowing City officials to easily see meeting content while engaging with presenters and meeting attendees, including the ability to have any signal routed to the monitors.
- Enhanced lighting of the dais and individuals at the presentation areas to improve picture quality for television and internet broadcast.
- Construction of an audiovisual control room in the back of the Council Chambers.
- Addition of an ADA accessible presentation area in the back of the Council Chambers.
- Upgraded audio system to improve operator and provide capability for audio to overflow area in the atrium.

- Enhanced televised and internet broadcast video with state-of-the-art HD cameras.
- Addition of a remote control and automation system to provide easy non-technical operation of basic room A/V functions at the presentation podium.

Two organizations, TEL Systems and I.COMM, responded to the Request for Proposal. After reviewing both proposals and interviewing organizations, it was determined only I.COMM met full specification requirements. TEL Systems did not include construction of a complete audiovisual control room in the back of the Chambers in their proposal. I.COMM has performed work for the Novi Police Department, the City of Ann Arbor, the Utica Community Schools, and the University of Michigan. They have a clear understanding of the project scope and meeting schedule; knowing the project will commence with minimal disruption to the Council Chamber meeting space.

This project was approved in the FY 2011-2012 Budget utilizing restricted PEG fees for video production. At the end of FY 2011-12, there will be approximately \$253,000 allocated for the project. An additional \$40,000 is anticipated in revenue from quarterly PEG fees in August 2012, bringing the total funding to approximately \$293,000. All facets of the project will be coordinated (conduit for cable and electricity ran with build out of new audiovisual room, etc.), thus providing an overall competitive package price. Project completion is anticipated in the second quarter of FY 2012-2013.

RECOMMENDED ACTION:

Approval to award a contract for audiovisual enhancements to the Civic Center Council Chambers, including construction of an audiovisual control room and ADA accessible presentation area in the back of the chambers and technical upgrades with HD cameras, projection and presentation systems, and atrium sound system to I.COMM, the sole qualified bidder, for an amount not to exceed \$280,835.

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

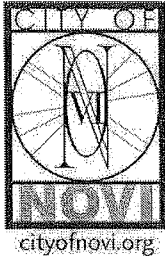
	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Wrobel				

CITY OF NOVI
RFP NOVI CIVIC CENTER A/V ENHANCEMENTS
MAY 11, 2012 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.

	I.COMM	TEL Systems *
Part 1		
Construction	\$ 75,271.11	\$ 13,115.00
Part 2		
Council Chambers Lighting		\$ 12,670.00
LCD/LED Monitors		\$ 13,158.00
Dais Confidence Monitors		\$ 5,478.00
Dais Microphone Control		\$ 22,476.00
Presentation System		\$ 40,880.00
PTZ Camera System		\$ 33,223.00
Control Room Video System		\$ 68,305.00
Total Part 2	see proposal	\$ 196,190.00
Part 3		
Remote Control and Automation System	see proposal	\$ 20,843.00
Part 4		
Atrium Audio System	\$ 22,858.28	\$ 7,014.00
TOTAL PART 1 - 4	\$ 280,835.00	\$ 237,162.00

* Bid does not include construction of enclosed room with HVAC as specified.



CITY OF NOVI

NOVI CIVIC CENTER AUDIO/VIDEO ENHANCEMENTS

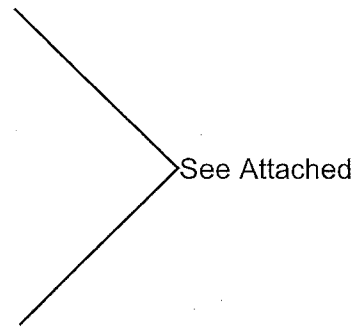
PROPOSAL FORM

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

Part 1 – Construction \$ 75,271.11

Part 2 – Equipment provision/install

- Council Chambers Lighting \$ _____
- LCD/LED Monitors \$ _____
- Dias Confidence Monitors \$ _____
- Dais Microphone Control \$ _____
- Presentation System \$ _____
- PTZ Camera System \$ _____
- Control Room Video Systems \$ _____



Total Part 2 \$ _____

Part 3 – Remote Control & Automation System \$ See Attached

Part 4 – Atrium Audio System \$ 22,858

TOTAL (Part 1+Part 2+Part 3+ Part 4) \$ 280,835

We have included the detailed price breakdown for each Part (showing quantities, description of pay item, unit cost, unit of measure, extended cost for each item, and totals)

Yes X No _____

We have included a letter from our bonding company indicating that we are able to obtain bonds in the language & format as specified in the RFP documents.

Yes No

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

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

COMMENTS: _____

THIS PROPOSAL SUBMITTED BY:

Company (Legal Registration) I.COMM Corporation

Address 49361 Shafer Avenue

City Wixom State MI Zip 48393-0299

Telephone (248) 960-3700 Fax (248) 960-0377

Agent's Name Greg Samborski

Agent's Title AV Account Executive

Signature 

E-mail GSamborski@icommusa.com

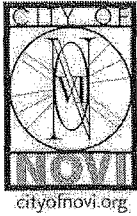
Date May 7, 2012

Novi City Hall Council Chambers



QUAN	MFR	CATALOG#	DESCRIPTION	UNIT	EXTENDED
PRESENTATION SYSTEM					
1	Sharp	LC80LE844U	80" LED Display	5582.27	\$5,582.27
1	Pearless	SA670	Mount for above	366.05	\$366.05
2	LG	55LD520C	55" LCD Display	1488.85	\$2,977.70
2	Premier	TBD	Mount for above	502.43	\$1,004.85
6	ViewSonic	VA1931WM-LE	Dias Monitors	130.67	\$784.04
6	Ergotron	TBD	Mounting hardware for above	35.89	\$215.33
1	Extron	DVI-DA6 Plus	DVI DA	887.20	\$887.20
1	Crestron	DM-MD8x8	Presentation Switcher chassis	2957.33	\$2,957.33
3	Crestron	DM-TX-200-C	Input module	962.85	\$2,888.55
3	Crestron	DMC-C	Input module 9G	756.53	\$2,269.58
1	Crestron	DMCO-53	Output card	1375.50	\$1,375.50
1	Crestron	DMCO-50	Output card	894.08	\$894.08
4	Crestron	DM-RMC-100	8G output module	618.98	\$2,475.90
1	Crestron	CP3	Control Master	1237.95	\$1,237.95
1	Crestron	TPMC-9	Touchscreen control module	2613.45	\$2,613.45
14	Tannoy	CVS4	Overflow speakers	100.49	\$1,406.79
1	Crown	Dsi 1000	Chambers amplifier	541.95	\$541.95
1	Soundcraft	LX7ii	24 CH mixing console	3026.10	\$3,026.10
2	AKG	WMS450	Presenter Wireless mic suystem	364.51	\$729.02
2	AKG	WMS450-VOG	Handhead Wireless Mic System	323.24	\$646.49
10	Shure	MX418 D/C	Gooseneck Microphones	275.10	\$2,751.00
2	JBL	CBT70J-1	Main program Line arrays	1116.82	\$2,233.64
2	JBL	CBT50LA-1	Fill in Line array	434.96	\$869.91
1	Blamp	NEXIA CS	Audio DSP	1786.77	\$1,786.77
1	Crown	1160A	Overflow amplifier	484.18	\$484.18
1	Quomo	QD3800	Document camera	1442.96	\$1,442.96
1	Signamax	TBD	Fiber video Transceivers	933.08	\$933.08
1	Mid Atlantic	MRK-4431	Rack	733.12	\$733.12
1	Mid Atlantic	MW-VT	Vent Top	43.37	\$43.37
1	Mid Atlantic	SPN-40-36	Side Panels	450.92	\$450.92
2	Mid Atlantic	PD-2420SC-N	Power Strip	101.38	\$202.75
1	Mid Atlantic	Lot	Blanks & Shelves	259.11	\$259.11
1	TBC Console	Quote	Control desk + equipment	3014.65	\$3,014.65
1	icomm	Misc	Cable/Hardware	6746.85	\$6,746.85
1	ICOMM	Labor	Demolition, recabling		
VIDEO PRODUCTION					
1	ViewSonic	VA1931WM-LE	Monitors	130.67	\$130.67
1	Dell	620821519	i7 Quad core PC with software	3381.00	\$3,381.00
2	JBL	CONTROL 2P	Powered studio monitor kit	204.95	\$409.90
1	General	18-CMP-VID-C	SDI Cable	696.22	\$696.22
1	Vaddio	ProductionView	Production camera controler	9834.83	\$9,834.83
1	Vaddio	Tele Touch 22	Touch screen preview monitor system	1478.66	\$1,478.66
5	PANASONIC	AW-HHD	HD-SDI Card	687.75	\$3,438.75
5	VADDIO	WallView PRO	HD camera system with Panasonic AV	6877.50	\$34,387.50
1	Newtek	TRICASTER 8	Video Production System	32599.35	\$32,599.35
2	WPW	254245	CAT5e	255.52	\$511.04
LIGHTING					
4	Crestron	CLCI-DIMUEX	DIMMER MODULE	186.62	\$746.46
1	Crestron	CEN-RFGW-E	DIMMER GATEWAY	322.99	\$322.99
8	ICOMM		PAR LIGHTING MOUNTING ASSY	55.98	\$447.88
8	ALTMAN	IQ38	LED PAR LIGHTING	1178.55	\$9,428.36
8	ALTMAN		FOUR LEAFE BARN DOOR SET	89.00	\$712.01

MATERIALS	\$155,357.91
SALES TAX	
TOTAL COST of MATERIALS	\$155,357.91
TOTAL LABOR	\$26,078.39
INCLUDES WARRANTY, & TRAVEL EXPENSE	
MISCELLANEOUS	
freight	\$200.00
SUB-TOTAL	\$181,636.30
PERFORMANCE BOND	\$1,816.36
GRAND TOTAL	\$183,452.66



CITY OF NOVI
CONTRACTOR QUALIFICATIONS QUESTIONNAIRE
RFP AV UPGRADE PROJECT

Failure to answer all questions could result in rejection of your proposal.

Name of Firm I.COMM Corporation
Address: 49361 Shafer Avenue
City, State Zip Wixom, MI 48393
Telephone (248) 960-3700 Fax (248) 960-0377
Mobile (248) 462-3033
Agent's Name (please print) Greg Samborski
Agent's Title AV Account Executive
Email Address: GSamborski@icommusa.com
Website www.icommusa.com

1. Organizational structure: Corporation, Partnership, etc. Corporation
2. Firm established: 1943 Years in business: 69 years
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?
No Yes Reason: _____
4. Under what other or former names has your organization operated?
Industrial Communication Company
5. How many full time employees? 70 Part time? 2
6. Are you able to provide insurance coverage as required by this bid? Yes
7. **References:** Provide at least three (3) references for projects done within the last 3 years that are comparable in scope to this bid. Several references from municipalities would be desirable.

Company City of Ann Arbor Municipal Center
Address 100 N 5th Avenue; Ann Arbor, MI 48104
Phone (734) 794-6550 ext 45520 Contact name Russ Hanshue

Company University of Michigan - Rachel Upjohn Building

Address 4250 Plymouth Road - Ann Arbor, MI 48109

Phone (734) 232-0343 Contact name Walter Meixner

Company Thomas M Cooley Law School (Grand Rapids, Lansing & Auburn Hills)

Address 217 South Capital Avenue - Lansing, MI 48901

Phone (517) 371-5140 Contact name Monty Moyer

8. Please list 3 projects of similar scope & complexity that were completed within the last 3 years within 50 miles of the City of Novi so that a site visit may be made:

Company Utica Community Schools

Address 11303 Greendale Avenue - Sterling Heights, MI

Phone (586) 757-1000 Contact name Todd Daniels

Company Thomas M Cooley Law School

Address 217 South Capital Avenue - Lansing, MI 48901

Phone (517) 371-5140 Contact name Monty Moyer

Company Henry Ford Health System

Address 1 Ford Place - Detroit, MI 48202

Phone (313) 745-2403 Contact name Mike Murdock

9. Will you be using subcontractors for this project? Yes No

If yes, please indicate the company names and the services they will provide:

TLA Interiors---Carpentry

Systematic Fire Protection---Fire sprinklers

Crystal Glass---Window glass

Gillis Electric---Electrical

Architectural Door and Millwork---doors and hardware

Energy Solutions Enterprises---HVAC MHP, Inc.---painting

10. Provide a list of employees and all other professional staff to be assigned to this contract. Include name, title, license number, years of experience, full/part time,

on-call availability, qualifications, and experience. You may attach additional sheets.

Jeff Kleckner, E.E./P.E. Crestron Technical Institute, Extron School of Audio Visual Technologies
InfoComm Academy

Glenn Greenway - Crestron Technical Institute, Extron School of Audio Visual Technologies
Polycom Learning Center, InfoComm Academy Certified Technology Specialist

Greg Samborski CTS-I, CTS,

11. Provide a list of all open contracts your company currently holds. Include contact name, organization, type, size, required date of completion, percentage of completion, value of contract.

UofM CS MOTT HOSPITAL - Tim Shaw, VP (734) 213-2685 Nurse Call System \$2,253,827 - 95% Complete

BELLEVILLE HIGH SCHOOL - Michael Van Tassel (734) 697-9133 AV Sound System \$237,000 80% Complete

ANN ARBOR MUNICIPAL CENTER Detroit, MI 48201 - Russ Hanshue (313) 794-6550 Audio/Visual \$399,067 90%

ST. MARY MERCY HOSPITAL - SW ADDITION Todd Hargett (517) 712-030 Nurse Call System \$735,600 60% Complete

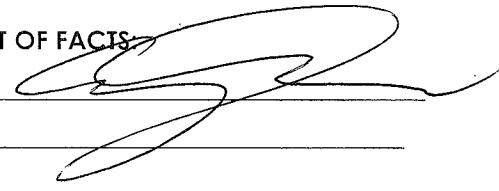
+132 additional open contracts totaling roughly \$9 million with various completion percentages

12. Claims & Suits: Does your firm have any litigation pending or outstanding against your organization or its officers? If yes, please provide details.

No Yes

13. Provide any additional information you would like to include which may not be included within this Questionnaire. You may attach additional sheets.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS.

Signature of Authorized Company Representative: 

Representative's Name (please print) Greg Samborski

Date May 7, 2012

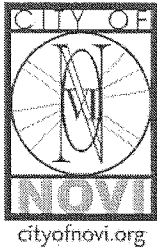
City of Novi
Civic Center AV

Novi Civic Center Audio/Video Enhancements

QTY	MFR	CATALOG#	DESCRIPTION
City Hall Atrium Sound System			
1	Tascam	CD-200i	CD Player w/ iPod Dock
1	Middle Atlantic	PDS-915R	Rack Power Distribution
1	dBX	220i	Digital Signal Processor
2	ISP	HDDS Master	Master Power Module
8	ISP	HDDS SM2110	Loudspeaker with Wall Mount
1	Middle Atlantic	PTRK-21	Portable Rack
1	AKG	WMS450	Presenter Lapel Wireless Mic
1	AKG	WMS450	VocalD5 Handheld Wireless Mic
1	Crown	28M	Eight Input Mixer
2	Shure	SM58S	Handheld Microphone
3	AudioTechnica	AT8314-50	50' Microphone Cord
3	Atlas	MS-10CE	Microphone Stand
1	I.COMM	Custom	Microphone Input Panel
2	ISP	Custom	Subwoofer with Wall Mount
1	Proco	WP1004	Wall Input Plate
1	Lowell	UDE-214	2RU Rack Drawer
1	Lowell	UDE-314	3RU Rack Drawer
5	West Penn Wire	254245	Plenum Cat5e Cable
1	West Penn Wire	25292	Microphone Wire
Presentation System			
1	Sharp	LC80LE844U	80" LED Display
1	Pearless	SA670	Mount for above
2	LG	55LD520C	55" LCD Display
2	Premier	TBD	Mount for above
6	ViewSonic	VA1931WM-LED	Dias Monitors
6	Ergotron	TBD	Mounting hardware for above
1	Extron	DVI-DA6 Plus	DVI DA
1	Crestron	DM-MD8x8	Presentation Switcher chassis
3	Crestron	DM-TX-200-C-2G	Input module
3	Crestron	DMC-C	Input module 8G

Novi Civic Center Audio/Video Enhancements

QTY	MFR	CATALOG#	DESCRIPTION
1	Crestron	DMCO-53	Output card
1	Crestron	DMCO-50	Output card
4	Crestron	DM-RMC-100-C	8G output module
1	Crestron	CP3	Control Master
1	Crestron	TPMC-9	Touchscreen control module
14	Tannoy	CVS4	Overflow speakers
1	Crown	Dsi 1000	Chambers amplifier
1	Soundcraft	LX7ii	24 CH mixing console
2	AKG	WMS450	Presenter Wireless mic suystem
2	AKG	WMS450- VOCAL	Handheald Wireless Mic System
10	Shure	MX418 D/C	Gooseneck Microphones
2	JBL	CBT70J-1	Main program Line arrays
2	JBL	CBT50LA-1	Fill in Line array
1	Biamp	NEXIA CS	Audio DSP
1	Crown	1160A	Overflow amplifier
1	Quomo	QD3800	Document camera



**NOTICE - CITY OF NOVI
REQUEST FOR PROPOSALS**

NOVI CIVIC CENTER AUDIO/VIDEO ENHANCEMENTS

The City of Novi will receive sealed proposals for **Novi Civic Center Audio/Video Enhancements** according to the specifications of the City of Novi.

A mandatory pre-proposal meeting will be held Wednesday, April 4, 2012, at 10:00 A.M. at the Novi Civic Center, 45175 W. Ten Mile Rd., Novi, MI 48375.

Sealed proposals will be received until **3:00 P.M.** prevailing Eastern Time, **Wednesday, April 25, 2012**, at which time proposals will be opened and read. Proposals shall be addressed as follows and delivered to:

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

OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED **"NOVI CIVIC CENTER AUDIO/VIDEO ENHANCEMENTS RFP"** AND MUST BEAR THE NAME OF THE PROPOSER.

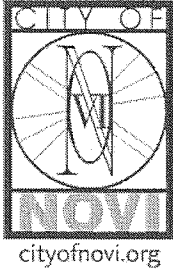
The City reserves the right to accept any or all alternative proposals and award the contract to other than the lowest proposer, to waive any irregularities or informalities or both; to reject any or all proposals; and in general to make the award of the contract in any manner deemed by the City, in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

Sue Morianti
Purchasing Manager

Notice dated: March 28, 2012

NOTICE TO PROPOSERS:

The City of Novi officially distributes RFP documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of RFP 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 RFP documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.



CITY OF NOVI

NOVI CIVIC CENTER AUDIO/VIDEO ENHANCEMENTS

INSTRUCTIONS TO PROPOSERS

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

IMPORTANT DATES

RFP Issue Date	March 28, 2012
Mandatory Pre-proposal Meeting	Wednesday, April 4, 2012 at 10:00 a.m. City of Novi Council Chambers 45175 W. Ten Mile Road, Novi, MI 48375
Last Date for Questions	Tuesday, April 17, 2012 by 12:00 p.m. Submit questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	Wednesday, April 25, 2012 at 3:00 p.m.
Anticipated Award Date	July 2, 2012

MANDATORY PRE-PROPOSAL MEETING

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

TYPE OF CONTRACT

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

PROPOSAL SUBMITTALS

An **UNBOUND COMPLETED ORIGINAL and Five (5) copies** of each proposal must be submitted to the Office of the City Clerk. 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.

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.

CHANGES TO THE RFP/ADDENDUM

Should any prospective Proposer be in doubt as to the true meaning of any portion of the Request for Proposal, or should the Proposer find any patent ambiguity,

inconsistency, or omission therein, the Proposer shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the specified person 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 RFP 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 RFP and shall be taken into account by each proposer in preparing their proposal. Only written addenda are binding. It is the Proposer's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on proposal form.

SUBMISSION OF PROPOSALS

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

To be considered, sealed proposals must arrive at City Clerks Office, on or before the specified time and date. There will be no exceptions to this requirement. Proposal is considered received when in the possession of the City Clerk. Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposal. Proposals 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 proposals. The City reserves the right to postpone an RFP opening for its own convenience.

Proposals must be clearly prepared and legible and must be signed by an Authorized Representative 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 PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

A proposal 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.

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

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

USE OF THE CITY LOGO IN YOUR PROPOSAL IS PROHIBITED.

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

No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of 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.

CONSIDERATION OF PROPOSALS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the 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 proposer states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

The City hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

RESPONSIVE PROPOSALS

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 proposals on a fair and uniform basis. Unit prices shall be submitted if space is provided on proposal 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 proposal if material information requested is not furnished, or where indirect or incomplete answers or information is not provided.

EXCEPTIONS

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

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. The City reserves the right to accept any or all alternative proposals and to award the contract to other than the lowest proposer, 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.

After contract award, notification will be posted on the MITN website at www.mitn.info.

SELECTION PROCESS

This document is a Request for Proposals. It differs from an Invitation to Bid in that the City is seeking a solution as described herein, and not a bid meeting firm specifications for the lowest price. As such the lowest price will not guarantee an award recommendation. Competitive sealed proposals will be evaluated based on criteria formulated around the most important features of the service, of which qualifications, experience, capacity and methodology, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a contractor's approach meets the desired requirements of the city. Those criteria that will be used and considered in evaluation for award are set forth in this document. The City will thoroughly review all proposals received. A contract will be awarded to a qualified contractor submitting the best proposal.

BID BOND

A Bid must be accompanied by Bid security made payable to OWNER (City of Novi) in an amount of 5% of Proposer's maximum Bid price. The required security must be in the form of a certified or bank cashier's check made payable to the City of Novi or a Bid bond by a surety licensed to conduct business in the State of Michigan and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Attorneys-in-fact who execute the Bid Security or Bid Bond on behalf of the Surety shall affix to the bond a certified copy of the power of attorney. The Bid security of the successful Proposer will be retained until the Agreement has been executed and the successful proposer has furnished the required Contract security, whereupon Bid Security will be returned. If Proposer fails to execute and deliver the Agreement and furnish the required Contract security within ten days of receipt of the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Proposer will be forfeited. The Bid Security of any proposer whom owner believes to have a reasonable chance of receiving the Award may be retained by the OWNER until the earlier of the seven (7) days after the effective date of the Agreement or 90 days after the bid opening. Bid Security of other Proposers will be returned within seven (7) days of the Bid Award.

PERFORMANCE, PAYMENT, AND MAINTENANCE AND GUARANTEE BONDS

Performance, Payment, and Maintenance and Guarantee Bonds shall be provided by the successful proposer within 15 days of award of contract. **Contractor will include with their proposal a letter from their Bonding Company indicating that they will be able to secure bonds as specified (in the language & format attached as part of these bid documents) upon award of the contract.**

PERFORMANCE BOND

The successful proposer 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.

PAYMENT BOND

The successful proposer 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.

MAINTENANCE AND GUARANTEE BOND

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

GENERAL CONDITIONS

INSURANCE

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

PERMITS

Where required by code, permits and all required inspections must be obtained by the Contractor. Fees for permits and inspections obtained from the City of Novi will be waived by the City for work on City buildings. Upon completion, all work will be subject to the State Laws and City Ordinance Codes.

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 bid prices. The City will furnish the successful proposer 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 proposer for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

FREIGHT CHARGES/SHIPPING/HANDLING

All proposal pricing is to be F.O.B. destination.

INVOICING

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

CONTRACT TERMINATION

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful proposer 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. Such approval shall not constitute a basis for privity between the City and any subcontractor. 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 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 Proposer 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 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.

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

MATERIAL SAFETY DATA SHEETS (MSDS)

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

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

6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the proposer 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 proposer or with any other Competitor; and

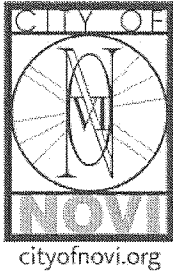
(b) No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

(c) He is the person in the proposer'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 proposer'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

NOVI CIVIC CENTER AUDIO/VIDEO ENHANCEMENTS

SPECIFICATIONS

INTRODUCTION

The Council Chambers in the Novi Civic Center serve as the assembly space for official government meetings, including the City Council, Planning Commission, Zoning Board of Appeals, Parks, Recreation & Cultural Services, and Library Board. These meetings are broadcast on cable TV and the internet. The Chambers are also utilized by public entities for seminars, ceremonies, and services.

The City of Novi intends to upgrade the audio, video, and lighting systems in the Council Chambers to enhance the in room experience, optimizing current and anticipated future technology, to improve broadcast functionality and provide a new tool kit to allow for non-technical personnel to interact with the key A/V resources.

A component of the project includes the addition of an audio system in the Novi Civic Center Atrium to enhance event quality and ease of use of the audio system.

CURRENT SYSTEM OVERVIEW

The current A/V system in the Novi City Council Chambers provides standard definition broadcast video coverage of in-room activities utilizing an array of wall mounted remote control video cameras. These cameras are controlled and the final video switched using a Broadcast Pix video switcher. Audio is captured via microphones on the dais and a microphone at the presenter's platform.

The Broadcast Pix video switcher is integrated with a system to provide on screen graphic elements. There is limited ability to record or playout video content. There is a rack mounted manually operated audio mixer, video distribution to the cable system, and a computer utilized for encoding a live video stream.

This video and audio is presented to viewers on cable TV, on the internet, and in the council chambers.

There is a presenter's platform in the Council Chambers that includes a desktop document system and capability to capture a VGA video signal, however there is no accommodation for laptop audio.

There is a large screen located in the center of the chambers behind the dais serviced by a projector mounted on the ceiling.

Control functions for all of the audio video apparatus are located in a utility room behind the Council chambers.

The atrium audio system is an independent system and is not integrated with the Council Chamber systems.

CURRENT SYSTEM LIMITATIONS

Many of the systems are in need of maintenance. In some instances, there is legacy hardware no longer in use but still deployed. The quality of the projection image on the large screen behind the dais is very poor and provides only partial screen coverage. The luminance is insufficient to provide a viewable image under standard room lighting conditions. Reducing lighting has a detrimental impact on the video broadcast as Council members and other participants are no longer visible on camera.

The audio system is difficult to manage. Microphones at the dais can be switched off by Council members and there is no system in place to allow the control operators the ability to turn them back on.

Lighting at the dais, in particular stage left, is inadequate.

The desktop document system is problematic. It is difficult to control and operate and produces marginal quality images that only fill a portion of the projected screen. There is no accommodation for presenter to provide computer audio. The location of the control room presents a challenge for operators as they cannot see activities in the Council Chambers and cannot easily access the Chambers directly without disruption of the meeting. The control environment is highly dysfunctional and out of date.

The current system requires an operator present for even basic in-room functionality of systems and the overall presentation of the A/V resources is not consistent with the image and standards of the community and the facility.

NEW SYSTEM FUNCTIONALITY REQUIREMENTS

The City of Novi desires the installation and implementation of a new A/V system for the Council Chambers and Atrium that will include and provide the following;

- Enhanced in room experience for attendees.
- Improved image presentation on multiple monitors utilizing LCD/LED or as an alternative projection technology that will provide effective impactful viewing even in a standard lighting environment.
- Enhanced lighting of council members at the dais and individuals at the presentation areas.

- Relocation of the control room to the rear area of the Council Chambers
- Addition of confidence monitors on the dais so council members can easily see presenters or meeting content while engaging with presenters and meeting attendees. Ability to have any signal routed to the monitors.
- Upgraded audio system to improve operator functionality and to provide only momentary off functionality to the dais or provide alternative remote control of all mic functions in the control room
- Addition of a remote control and automation system to provide easy non-technical operation of basic room A/V functions.
- Addition of a second presentation area in the right rear area of the Council Chambers to provide accessible presentation facilities.

NEW SYSTEM TECHNICAL REQUIREMENTS

New Control Room

Construct a new control room per architectural specifications in back left area (stage right) of the Chambers near the entrance door. There currently is a half wall at this location and a coat rack. This control environment should be suitable for two operators and provide sound isolation from the main Council Chambers. This control environment will include a lockable door. This control environment will be the central control point for Council Chamber and atrium systems. This Control Room will provide adequate ventilation and temperature control for two operators and the equipment housed within this environment. The current utility Control Room may be used for support systems but all direct operator control functions should be relocated to the new Control Room.

Control Room Systems

The new control room should include the following systems:

- HD Master Control Video Switcher
 - This video switcher should include the following capabilities:
 - Eight (8) HD/SD-SDI / SD Video inputs
 - VGA and HDMI computer input for presenter materials
 - Integrated or companion HD/SD-SDI or SD video Playout to switcher (2)
 - Integrated or companion graphics capability
 - Integrated or companion HD/SD-SDI and SD video record capability
- LED/LCD Video Monitors for all sources
- LED/LCD Program Monitor
- LED/LCD Preview Monitor
- LED/LCD Cable Program Monitor
- Video distribution as required for three (3) large LED/LCD monitors in the council chambers
- Video distribution as required for six (6) LED/LCD monitors on the dais
- Down converter to deliver video (MPEG2 –SD) to Cable and interconnect

- Audio Mixer
- Four (4) Powered Audio Monitor Speakers (2 for main mixer – 1 Cable – 1 Computer)
- 16x16 HD-SDI Video Router
- I7 quad core - Win 7 64 - NVIDIA - Quadro 4000 1 TB Drive with AJA Kona LHi or comparable
- Flash Media Encoder
- Adobe Creative Suite
- Sorenson Squeeze
- FileZilla FTP

Remote Control and Automation System

AMX, Crestron or preferred hardware vendor system to provide simple remote control and automation of the audio system in the Council Chambers and the atrium and basic activation of video system to include presentation facilities associated with the council chamber desktop document system. This system should feature a wireless remote control or web based interface that would allow simple user activation without accessing the Control Room.

New Handicap Accessible area

Construct an accessible presentation area per architectural specifications in back right area (stage left) of the Chambers near the entrance door. There currently is a half wall at this location and a coat rack. This area will provide an alternative area for persons to present before the Council or Commissions. This area will be serviced by one of four wireless microphones.

Camera Systems

Remove all legacy camera systems, mounts, and cabling back to the source. Replace with self-contained remote control PTZ camera system meeting the following minimum specifications:

- Full 1920x1080i HD
- 1/3" 3 CMOS or CCD
- 14x Optical Zoom
- SDI-HD and SD output

Camera system should include camera control unit with the ability to have preset positions stored and include focus, iris, zoom, pan, tilt.

There will be five cameras utilized. Installation to include all cable and power necessary for the operation of the cameras routed back to the Control Room.

All video must be delivered to the switcher in non-compressed full frame rate HD/SD-SDI.

Presentation System

The current presentation environment should be re-equipped with a new HD multimedia document system that provides HD image capture and the capture of VGA or HDMI video from laptop computers plus line level audio from a mini jack.

LCD/LED or Projection Video System

The current video projector and all mounting hardware and wiring should be removed. The screen should be replaced with a greater than 80" LCD/LED HD video monitor. In addition, two (2) greater than 50" LCD/LED HD video monitors should be added to enhance attendees' viewing capability on the walls of the Chamber to the left and right of the 80" monitor. The main monitor should have its own independent source feed from the control room. The two secondary monitors can be on a common source but independent of the main monitor. Signal delivery should be HD via HDMI or HD-SDI. Video to the monitors should be delivered via the video router to allow for viewing of a wide variety of sources. If video delivery is via HDMI there must be accommodation in the control room to facilitate interaction with the video router.

A projection solution may be submitted as an alternative for the main monitor. Recommend systems must provide effective luminance with standard room lighting configuration. Mounting location should also be considered to limit the negative impact of noise and aesthetics.

Dais Confidence Monitors

Six (6) LCD/LED confidence monitors should be added to the dais. These monitors will provide Council members with the ability to view documents and other video content without turning away from the audience or the viewers. The monitors should be no larger than 19" and affixed to dais via an appropriate mounting bracket. Each monitor will receive video signal from a common distribution amplifier. Signal delivery should be HD via HDMI or HD-SDI. If via HDMI there must be accommodation in the control room to facilitate interaction with the video router. Cabling, distribution amplifiers, installation, integration back to the router must all be considered and accommodated. The video signal for these monitors should be connected to the video router allowing operators to route any video signal available on the router to these monitors.

Audio

A new audio control system is required. Integration into the "*Control and Automation System*" must be seamless, yet should not interfere with video production of official City of Novi meetings. All microphones at the dais should be modified so they only have momentary off capability or such that the control room operator **AND** the Council member can activate or deactivate the microphones. The new presentation environments should have similar functionality as at the dais and also require audio connections to computers.

The audio system in the Council Chambers and Atrium should be integrated so Council Chamber events can be broadcast in the Atrium. The audio system should also be able to manage simultaneous individual events in the Atrium and the Council Chambers.

This system should include four wireless Microphones (both lavalier and handheld). The Atrium should be outfitted with new speaker system installed in three zones in the atrium.

There should be an overhead zone to include speakers mounted in the roof truss system and two wall mount speaker zones, one to accommodate overflow events from council chambers and a second to accommodate events in the atrium. Each zone should have its own independent control. All of this should be controlled by a mixer in the control room and our "Control and Automation System"

Lighting

Primary lighting for the dais is provided by standard unfinished tube type florescent fixtures mounted in a recessed non ventilated panel above and just in front of the dais.

This lighting should be removed and replaced with low power low heat LED pars or other suitable studio type directional lighting. This new lighting will should focus on each member of the Council, the area adjacent to the dais where City staff sits, and the presentation area. Lighting should be configured so it projects light on these areas, yet does not project light on the HD LCD/LED Monitors or projection screens. A dimmer control for these lights should be available in the control room. These lights should also be able to be activated by the "Remote Control and Automation system".

PROJECT IMPLEMENTATION

This is a design and build project. We are looking for a single source vendor to provide a solution that meets the needs defined in this RFP.

The City of Novi is looking for your expertise and input on this project. This RFP provides plans and needs without providing a specific implementation schedule. The project is intended to be executed with flexibility to maximize project funding to complete all components of the project.

Given that the Council Chambers must be used to conduct official City business throughout the project, the City will work with the successful vendor to develop a phased implementation plan.

Approved vendor will be required to provide shop drawings showing the following:

- Equipment layout in control room
- LED/LCD video monitor mounts and/or projector position and mounts
- Dais video monitor mounts
- Dais microphone controls
- PTZ Camera positions and mounts
- Speaker Zone Configuration for Atrium

These shop drawing will need to be approved prior to start of construction.

Construction documents for the Control Room and the accessible presentation area are included with the RFP documents.

PROJECT COMPONENTS

Your proposal should include a comprehensive "total solution" package. This will require you to add individual components not listed here.

PART 1

Construction of Control Room and Handicap Accessible Area

Include pricing for Mechanical, Electrical, Architectural including all labor and materials
Please see construction drawings and construction notes

PART 2

Council Chambers Lighting

- (8) LED Par Lights
- Lighting Controller
- Cable run to control room in conduit – provide capacity for future cabling

LCD/LED Monitors

Include LCD/LED monitor solution – offer projection only as alternative

- (1) 80" or greater monitor
- (2) 50" or greater monitors
- Monitor cable
- Cable run to control room in conduit – provide capacity for future cabling
- Mounting hardware

Dais Confidence Monitors

- (6) 19" LCD/LED monitors
- Distribution Amplifier
- Monitor Cable
- Cable run to control room in conduit – provide capacity for future cabling
- Mounting Hardware

Dais Microphone Modifications

- Update Microphone switch and/or replace

Presentation System

- HD Desktop Document System
- Cable run to control room in conduit – provide capacity for future cabling

PTZ Camera System

- (5) Panasonic AW-HE120K HD PTZ or equivalent
- Camera Controller
- (5) Camera Mount
- (5) Camera video and control cable
- Cable run to control room in conduit – provide capacity for future cabling

Control Room Video Systems

HD Master Control Switcher

- Newtek Tricaster, Broadcast Pix, or equivalent
- Video Playback (if not integrated)
- Video Graphics (if not integrated)

- Video Record (if not integrated)
- PTC Camera Controller (if not integrated)

16x16 Video Router

- Blackmagic Design VideoHub or other

Video Monitors

- (3) LCD Source Monitors - Rack Mount
- LCD Program Monitor
- LCD Preview Monitor
- Cable Program Monitor

Distribution

- Video Distribution to chamber monitors
- Video Distribution to Dais monitors
- Downconverter
- Video Distribution to Cable Company

Computer Hardware

- Computer – Dell product preferred
- i7 Quad Core - Quadro 4000 IT Drive - w/Firewire
- 19" Computer Monitor
- HD-SD/SDI Video Card - AJA Kona Lhi or equivalent
- Connection to Internet Access
- Cable run to control room in conduit – provide capacity for future cabling

Computer Software

- Adobe CS5 Production Suite
- Sorenson Squeeze
- Flash Media Encode
- Filezilla FTP

24 Ch Digital Audio Mixer

- Presonus Studio Live 24 or equivalent

Powered Monitor Speakers

- KRK-Rokit 5 or equivalent

Wireless Microphone System - handheld and Lav

- (4) Shure ULXp4 or equivalent

Remote Control and Automation System

Equipment Racks

PART 3

Remote Control and Automation System

Design and build Remote Control Automation System as specified

Provide wireless remote control panel providing activation of the following

- Dais microphones
- Wireless microphones
- LCD/LED Monitors in Council Chambers
- Presentation System Components
- Atrium Audio System

PART 4

Atrium Audio System

- Atrium Overhead Speaker System
- Atrium Zone 1 Speaker System
- Atrium Zone 2 Speaker System
- (3) Amplifiers
- Atrium Speaking System Wiring
- Cable run to control room in conduit – provide capacity for future cabling

PRICING

Please provide pricing on the Proposal Form as well as Detailed Pricing sheets for each Part. (Part 2 is broken down into seven segments with component pricing and totals required for each segment). You may use the Excel workbook provided with these documents or provide your own detailed sheets. Please indicate the item, product/make/ model, warranty, unit price, unit of measure (each, hour, etc), and extended price. Total cost of project should be represented by the prices shown on the proposal form.

CONSTRUCTION NOTES

1.0 GENERAL CONDITIONS:

- 1.01 THE CHARACTER & SCOPE OF WORK ARE ILLUSTRATED BY THE WORKING DRAWINGS. THE CONTRACTOR SHALL CAREFULLY EXAMINE ALL THE DRAWINGS & SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF HIS WORK. DO NOT PLACE DUCTS, PIPING, CONDUIT OR ANY OTHER OBSTRUCTION SO AS TO IMPAIR REQUIRED CEILING HEIGHT AND CLEARANCES FOR LIGHTING FIXTURES, ETC. THE CONTRACTOR SHALL PROTECT EXISTING ADJACENT FACILITIES TO REMAIN FROM DAMAGE.
- 1.02 PRIOR TO WORK, CONTRACTORS SHALL LOCATE AND VERIFY ALL EXISTING UTILITIES AND SITE CONDITION IN AND AROUND THE CONSTRUCTION SITE.
- 1.03 THE CONTRACTOR SHALL VERIFY ALL CONDITIONS, AS WELL AS ALL DIMENSIONS & CONDITIONS INDICATED IN THE DRAWINGS, PRIOR TO ACTUAL CONSTRUCTION. ANY VARIATION FROM CONDITIONS INDICATED IN THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO COMMENCING WORK.
- 1.04 THE CONTRACTOR SHALL HAVE RESPONSIBILITY FOR A MEANS AND METHODS OF THE CONSTRUCTION.
- 1.05 MATERIALS AND CONSTRUCTION PROCEDURES SHALL CONFORM WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES, RULES AND REGULATIONS. IN CASES OF CONFLICT, THE MORE STRINGENT REQUIREMENTS SHALL APPLY.
- 1.06 MANUFACTURER'S DIRECTIONS: ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, USED, CLEANED AND CONDITIONED, PER THE MANUFACTURER'S WRITTEN INSTRUCTIONS.
- 1.07 IF ANY INCONSISTENCY, OR CONFLICT SHALL BE DISCOVERED IN EITHER SPECIFICATIONS OR DRAWINGS, OR IF IN ANY PLACE THE MEANING OF EITHER OR BOTH SHALL BE UNCERTAIN OR IN DISPUTE, THE ARCHITECT SHALL DECIDE AS TO THE TRUE INTENT OF THE DOCUMENTS. EACH CONTRACTOR, OR SUB CONTRACTOR IS DEEMED TO HAVE INCLUDED THE MORE EXPENSIVE WAY OF DOING THE WORK, UNLESS HE SHALL HAVE ASKED FOR AND RECEIVED IN WRITING FROM THE CONTRACTOR OR ARCHITECT, A DECISION BEFORE SUBMISSION OF THE BID PROPOSAL.
- 1.08 ANY PROCEDURE, MATERIAL OR OPERATION SPECIFIED BY REFERENCE TO THE AMERICAN SOCIETY OF TESTING AND MATERIALS (A.S.T.M.), OR OTHER RECOGNIZED STANDARD, SHALL COMPLY WITH THE REQUIREMENTS OF THE CURRENT ISSUE OF THE REFERENCED STANDARD. IN CONFLICTS BETWEEN THIS SPECIFICATION AND LISTED STANDARD, OR BETWEEN LISTED STANDARDS, THE MORE STRINGENT SHALL GOVERN. ANY WORK NOT SPECIFICALLY COVERED IN THE

DRAWINGS OR SPECIFICATIONS SHALL BE PERFORMED IN A MANNER DEEMED GOOD PRACTICE OF THE TRADE INVOLVED, AND PER PART 1.08.

- 1.09 MEASUREMENTS AND DIMENSIONS: DO NOT SCALE DRAWINGS. USE FIGURED DIMENSIONS ONLY. ALL CONTRACTORS SHALL CHECK AND VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO CONSTRUCTION.
- 1.10 EACH TRADE SHALL BE RESPONSIBLE FOR ALL DAMAGE TO THE BUILDING AND/OR EXISTING STRUCTURES THAT IS CAUSED BY HIS WORK. REPAIR OR REPLACEMENT OF SUCH DAMAGED WORK SHALL BE PAID FOR BY THE CONTRACTOR CAUSING THE DAMAGE.
- 1.20 ALL WORK, EQUIPMENT, ASSEMBLIES, COMPONENTS, ETC., SHALL BE GUARANTEED FOR A PERIOD OF NOT LESS THAN ONE YEAR FROM OWNER'S FORMAL ACCEPTANCE OF THE WORK, OR THE ISSUANCE OF A FINAL CERTIFICATE OF OCCUPANCY, WHICHEVER OCCURS FIRST. LONGER WARRANTIES SHALL BE REQUIRED WHERE INDICATED.
- 1.30 THE CONTRACTOR SHALL PROVIDE, INSTALL AND MAINTAIN FOR THE DURATION OF THE WORK ALL LAWFUL OR NECESSARY BARRICADES, FENCES AND RAILINGS. FURNISH TEMPORARY LIGHTS, WARNING SIGNS AND SIGNALS AND TAKE ALL OTHER PRECAUTIONS AS MAY BE REQUIRED TO SAFEGUARD PERSONS, THE SITE AND ADJOINING PROPERTY, INCLUDING IMPROVEMENTS THEREIN, AGAINST INJURY AND DAMAGES OF EVERY NATURE, WHATSOEVER. PUBLIC RIGHT OF WAYS, SIDEWALKS CORRIDORS, ETC. EFFECTED BY CONSTRUCTION MUST BE KEPT FREE OF ACCUMULATED WASTE MATERIALS INCLUDING SOIL, DEBRIS, TRASH, ETC. ON A DAILY BASIS. A CLEAR PATH OF EGRESS SHALL BE MAINTAINED AT ALL TIMES.
- 1.40 AT THE COMPLETION OF WORK THE PROJECT SITE HARD SURFACES SHALL BE LEFT BROOM CLEAN. ALL FINISHED AREAS INCLUDING GLAZING, SHALL BE LEFT DUST AND SPOT FREE AND READY FOR FULL USE.

2.0 DEMOLITION:

- 2.01 THE EXTENT OF BUILDING DEMOLITION SHALL BE AS INDICATED ON THE DRAWINGS AND IN THE SPECIFICATIONS AND AS REQUIRED FOR CONSTRUCTION OF NEW WORK. WORK INCLUDES THE FOLLOWING:
 - 1. DEMOLITION OF ALL ITEMS INDICATED IN CONTRACT DOCUMENTS.
 - 2. REMOVE AND DISPOSE OF ALL ITEMS IN AREAS INDICATED IN THE SCOPE OF WORK, DRAWINGS AND SPECIFICATIONS.
- 2.02 EXCEPT FOR SPECIFIC ITEMS HEREINAFTER SPECIFIED, THE METHODS USED IN DEMOLITION, AND REMOVAL WORK SHALL BE OPTIONAL WITH THIS TRADE. ALL WORK SHALL BE DONE SO AS TO CREATE AS LITTLE DIRT, DUST, AND NOISE AS POSSIBLE. EXPLOSIVES SHALL NOT BE USED.

- 2.03 MECHANICAL AND ELECTRICAL UTILITIES THAT ARE TO REMAIN IN SERVICE WILL EITHER BE LEFT IN PLACE OR RE-ROUTED BY THE RESPECTIVE MECHANICAL AND ELECTRICAL CONTRACTORS. UTILITIES, FIXTURES, ETC. THAT ARE NOT PART OF THE BUILDING REMOVAL WORK, CUTTING AND CAPPING OF LINES AT THE AREAS OF REMOVAL, AND DEACTIVATION OF SERVICE WILL BE PROVIDED BY THE MECHANICAL AND ELECTRICAL CONTRACTORS.
- 2.04 REMOVE ALL MATERIALS NOT REUSED, AND NOT RETAINED BY THE OWNER, FROM THE SITE AS THE WORK PROGRESSES, AND DISPOSE OF OFF-SITE, LEGALLY. DO NOT ACCUMULATE RUBBISH ON SITE.

3.0 GYPSUM BOARD:

- 3.01 PROVIDE GYPSUM WALL BOARD COMPLYING WITH FED SPEC SS-L-30D, IN 48" WIDTHS AND IN SUCH LENGTHS AS WILL RESULT IN A MINIMUM OF JOINTS.
- 3.02 ALL MATERIALS SHALL BE DELIVERED IN THEIR ORIGINAL UNOPENED PACKAGES AND STORED IN AN ENCLOSED SHELTER PROVIDING PROTECTION FROM DAMAGE AND EXPOSURE TO THE ELEMENTS.
- 3.03 ALL MATERIAL AND INSTALLATION PROCEDURES SHALL BE IN COMPLIANCE WITH THE GYPSUM ASSOCIATION'S GA-216 "RECOMMENDED SPECIFICATIONS FOR THE APPLICATION AND FINISHING OF GYPSUM BOARD.
- 3.04 LEVEL 1 FINISH: ALL AREAS CONCEALED FROM VIEW.
LEVEL 4 FINISH: ALL VISIBLE WALL SURFACES BELOW CEILING. ALL GYPSUM BOARD CEILINGS.

4.0 PAINTING:

- 4.01 FURNISH ALL LABOR AND MATERIALS NECESSARY TO PROVIDE A COMPLETE PAINTING JOB AS REQUIRED BY THE DRAWINGS AND AS SPECIFIED HEREIN, INCLUDING PAINTING OF ALL EXPOSED SURFACES (INCLUDING GRILLES AND VENTS) REGARDLESS OF WHETHER EVERY INDIVIDUAL ITEM IS MENTIONED HEREIN OR NOT.

GENERAL NOTES:

1. CLEAN, PATCH AND REFINISH WALLS, SOFFITS, ETC. TO MATCH SURROUNDING FINISHES AT ALL LOCATIONS WHERE EXISTING ITEMS ARE REMOVED AND/OR RELOCATED.
2. ALL WOOD FRAMING AND WOOD BLOCKING TO BE FIRE RETARDANT.

GENERAL DEMOLITION NOTES:

1. REMOVE AND DISPOSE OF ALL ITEMS PER DRAWINGS AND SPECIFICATIONS. COORDINATE DISCONNECTION AND REMOVAL OF MECHANICAL AND ELECTRICAL EQUIPMENT AND FIXTURES WITH RESPECTIVE TRADES. REMOVE ALL ABANDONED WIRING, CONDUITS, PIPING, DUCT WORK, HANGERS, ETC. ALL MATERIALS REMOVED ARE TO BE DISPOSED OF LEGALLY BY CONTRACTOR.

2. ROOF:
 - A. ANY DAMAGE TO THE EXISTING ROOF BY CONTRACTORS WILL BE REPAIRED WITHOUT COST TO THE OWNER.



**CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A**

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** - The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, contractor may agree to provide notice of such cancellation or reduction.
3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 West Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract.
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.

REQUIRED BOND LANGUAGE

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
Novi Civic Center Audio/Video Enhancements

in accordance with specifications prepared by *Woodward One and the City of Novi*
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

REQUIRED BOND LANGUAGE

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 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:

REQUIRED BOND LANGUAGE

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.

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.

REQUIRED BOND LANGUAGE

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

Address of Surety

Bond No.

City Zip Code

REQUIRED BOND LANGUAGE

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

Novi Civic Center Audio/Video Enhancements

AND WHEREAS, this Contract was awarded upon the express condition that the Principal would furnish a one (1) 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 one (1) year 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.

REQUIRED BOND LANGUAGE

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 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

REQUIRED BOND LANGUAGE

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

Novi Civic Center Audio/Video Enhancements

in accordance with Specifications prepared by *Woodward One and the City of Novi* 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,

REQUIRED BOND LANGUAGE

and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

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

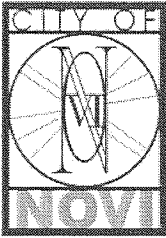
Surety

Title

Address of Surety

Bond No.

City Zip Code



cityofnovi.org

CITY OF NOVI

RFP NOVI CIVIC CENTER AUDIO VIDEO ENHANCEMENTS

ADDENDUM #1

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

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

CONTENTS: Included in this Addendum is one (1) page of written addenda description, one (1) page of the pre-proposal meeting sign-in sheet, and 12 pages of construction drawings.

CLARIFICATIONS:

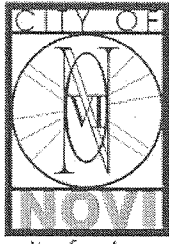
1. **The proposal due date has been extended to: Wednesday, May 9, 2012 at 3:00 pm prevailing Eastern Time.**
2. **The last date for questions has been extended to: Tuesday, May 1, 2012 at 12:00 pm.**
3. **Contractors may make an additional site visit on:
Tuesday, April 10, 2012 from 1:30 – 2:30 p.m.
Or,
Thursday, April 12, 2012 from 11:00 am – 12:00 pm**

QUESTIONS:

1. Do you have a preferred electrical contractor you would like us to use?
Answer: No. However, the City does have an electrical firm under contract and you may contact them if you wish: Great Lakes Power & Lighting, contact Rob Schwab, (586) 716-4000.
2. Can we use the existing ceiling cove that runs around the interior perimeter of the chambers to run cabling?
Answer: Yes. You may use a closed data track (or similar) system in the existing cove.
3. Do you have drawings for the room (council chambers)?
Answer: Yes. Construction drawings are included as part of this addendum. Please note: We know that these drawings are not entirely accurate. It is up to the contractor to confirm the accuracy of the information included on the drawings.

Sue Morianti
Purchasing Manager
smorianti@cityofnovi.org

Notice dated: April 4, 2012



cityofnovi.org

CITY OF NOVI

RFP NOVI CIVIC CENTER AUDIO VIDEO ENHANCEMENTS

ADDENDUM #2

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

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

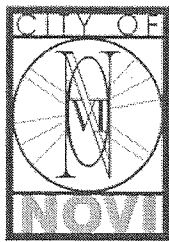
CONTENTS: Included in this Addendum is one (1) page of written addenda description,

CLARIFICATIONS:

THE RESPONSE DUE DATE HAS BEEN EXTENDED TO FRIDAY, MAY 11, 2012 at 3:00 P.M. prevailing Eastern Time.

Sue Morianti
Purchasing Manager

Notice dated: May 2, 2012



cityofnovi.org

CITY OF NOVI

RFP NOVI CIVIC CENTER AUDIO VIDEO ENHANCEMENTS

ADDENDUM #3

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

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

CONTENTS: Included in this Addendum are two (2) pages of written addenda description,

QUESTIONS:

1. Is the building permit going to be pulled by the Owner?
Answer: No, the contractor is responsible for pulling the permit. The City will waive the fees.
2. Will the entire room get new carpet or are we just doing repairs?
Answer: Repairs
3. Is the carpet and glue being supplied by Owner?
Answer: Yes
4. Will the countertops be a laminate material? If so, do you have any specs?
Answer: WilsonArt HD, color to be determined
5. Will the head jamb of the HM frame be 4" to match existing?
Answer: Yes
6. What paint/color should be used in the interior of the room?
Answer: Eggshell finish, color to be determined
7. What paint/color should be used on the exterior of the room – Black behind Wood grillage?
Answer: Yes
8. ¾" conduit will be installed for future card reader at new door?
Answer: Yes
9. Door hardware should be Sargent Mortise set with an electronic function. Are there specs for the Sargent part number?
Answer: Part number not available at this time
10. Is there a finish color for the existing wood doors?

Answer: No, color to be matched as closely as possible

11. Will the owner provide the keying for the new door hardware?

Answer: Yes

Sue Morianti
Purchasing Manager

Notice dated: May 2, 2012