



CITY of NOVI CITY COUNCIL

Agenda Item G
April 1, 2019

SUBJECT: Approval to award a construction contract for the Tennis Court resurfacing located at ITC Community Sports Park & Rotary Park to Goddard Coatings Company, the low bidder, in the amount of \$38,100.

SUBMITTING DEPARTMENT: Parks, Recreation & Cultural Services

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 38,100
AMOUNT BUDGETED	\$ 37,840
APPROPRIATION REQUIRED	\$ 260
LINE ITEM NUMBER	208-691.00-941.004

BACKGROUND INFORMATION:

The tennis courts at Rotary Park and ITC Community Sports Park are in need of resurfacing and crack repairs to maintain quality courts for residents and PRCS programs. Repairs will include:

ITC Community Sports Park (2 tennis courts)

1. Prime and apply patch binder to four (4) low areas on courts to reduce the amount of standing water.
2. Crack repair
3. Apply one (1) coat acrylic resurfacer to courts
4. Apply two (2) coats acrylic color surfacing to courts
5. Stripe courts per USTA standards. Color: white
6. Remove from site all debris generated during the course of the project and legally dispose of same.
7. Restoration of disturbed areas

Rotary Park (2 tennis courts)

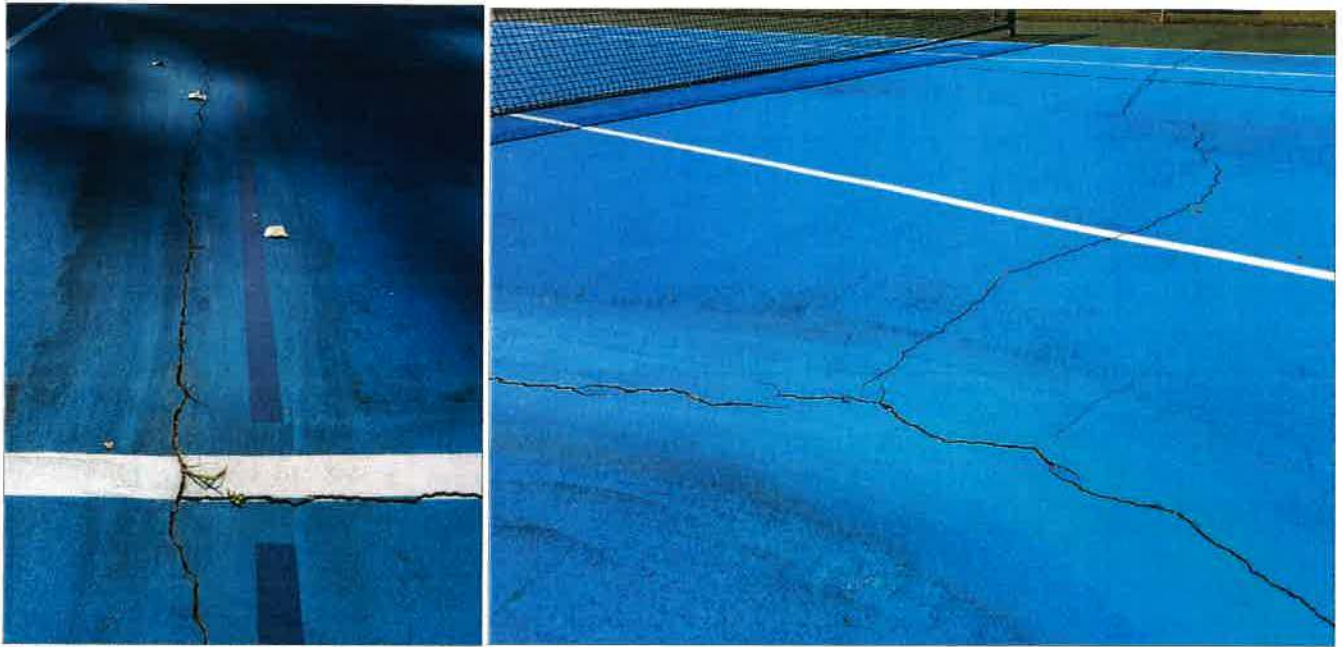
1. Prime and apply patch binder to eight (8) low areas on courts to reduce the amount of standing water.
2. Crack repair
3. Apply one coat acrylic resurfacer to courts
4. Apply two coats acrylic color surfacing to courts
5. Stripe courts per USTA standards
6. Remove from site all debris generated during the course of the project and legally dispose of same.
7. Restoration of disturbed areas

Alternate #1

1. Add striping for four (4) pickleball courts to the two (2) ITC Community Sports Park Tennis Courts.

Bids included an alternate listing to add pickleball court lining at ITC Community Sports Park to the existing tennis courts. After reviewing the three bids submitted, PRCS recommends awarding the contract to Goddard Coatings Company. Goddard has provided crack repair, court surfacing and lining systems to the City from 2013-16. Goddard was the low bidder and has shown they are able to provide the services as specified.

RECOMMENDED ACTION: Approval to award a construction contract for the Tennis Court resurfacing located at ITC Community Sports Park & Rotary Park to Goddard Coatings Company, the low bidder, in the amount of \$38,100.



Photos taken in October 2017.

**CITY OF NOVI
TENNIS COURTS RESURFACING BID TABULATION
MARCH 5, 2019 2:00 P.M.**

Company	Goddard Coatings	The Courtsmiths	Racquet Sports
ITC Community Sports Park (2 courts) Lump Sum	\$ 18,550	\$ 20,915	\$ 27,500
Rotary Park (2 courts)	\$ 18,550	\$ 20,875	\$ 25,700
Alternate #1 - Add pickleball striping on ITC CSP courts	\$ 1,000	\$ 800	\$ 600
TOTAL	\$ 38,100	\$ 42,590	\$ 53,800
Labor warranty	1 yr acrylic coatings/striping. 2 yrs Riteway Crack Repair	2 yrs	1 yr
Manufacturer's warranty	Material Mfr does not offer warranties	2 yrs	1 yr
Lead time required ARO	7-10 business days	will know when notified of pending award	120 days
Days required to perform the work	5 working days each park	6 to 7 days	3 days
Addenda acknowledged	N/A	N/A	N/A

CONTRACT FOR TENNIS COURTS RESURFACING

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and Goddard Coatings Company, whose address is 490 S. Opdyke Rd., Pontiac, MI 48346, (hereinafter referred to as "Contractor").

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

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

Article II. Timing of Performance.

Performance of this Contract shall commence as of the date of the last signature, delivery of the materials and performance of the work shall be completed according to the timing set forth as part of Schedule A. The timing for performance of any such work may also be extended, if allowed in writing by the Client in its sole discretion.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount not to exceed \$ 38,100 for services and materials as specifically set forth in the completed Proposal attached which are part of the attached Schedule A. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. The Client agrees to pay Contractor amounts due within thirty (30) days of receipt of an itemized billing/invoice from Contractor detailing all materials provided and work performed in connection with the billing and the hours and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

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

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed

above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days' notice in writing of such termination.

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

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

Article V: Independent Contractor/Vendor Relationship.

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

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

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

Article VI: Liability and Insurance.

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

Article VII: Information.

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

Article VIII: General Provisions.

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- B. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client (and by extension for the Township should the work be accepted and implemented by the Township) and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.
- F. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:
- Client: City Manager Peter E. Auger and City Clerk Cortney Hanson
Contractor: Jake Vaughn, President
- G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.
- H. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- I. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.

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

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

WITNESS:

CITY OF NOVI

Date: _____

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

GODDARD COATINGS COMPANY

Date: _____

By: Jake Vaughn
Its: President



CITY OF NOVI
BID FORM

TENNIS COURTS RESURFACING

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:

ITC Community Sports Park (2 courts) \$ 18,550.00 Lump Sum

Rotary Park (2 courts) \$ 18,550.00 Lump Sum

Alternate #1:

Add striping for 4 pickleball courts at ITC Community Sports Park tennis courts

Add: \$ 1,000.00 Lump Sum

Labor warranty: Acrylic coatings/striping 1 yr, Riteway Crack Repair 2 yrs (doesn't include new cracks)

Manufacturer's warranty: Material manufacturer does not offer warranties, all warranties provided by the installer/contractor.

Lead time required after receipt of order 7-10 business days

Days required to perform the work (weather permitting): 5 working days for each park

EXCEPTIONS TO SPECIFICATIONS (all exceptions **must** be indicated here or on an additional attached sheet):

None.

SITE INSPECTIONS

() Our company visited the sites on 3/4/19, 7/19/16, 5/12/15

() Our company did not visit the sites _____

COMMENTS: _____

We have included a copy of our Riteway certification with this bid:

Yes X No _____

We acknowledge receipt of the following Addenda: None
(please indicate numbers)

NON-IRAN LINKED BUSINESS

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

THIS BID SUBMITTED BY:

Company (Legal Registration) Goddard Coatings Company

Address 490 S Opdyke Rd

City Pontiac State MI Zip 48346

Telephone 248.393.6320 Fax 248.393.6329

Representative's Name (please print) Jake Vaughn

Representative's Title President

Representative's Signature 

E-mail jake@goddardcoatings.com

Date 3/4/19



CITY OF NOVI
TENNIS COURTS RESURFACING
CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

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

Name of Firm Goddard Coatings Company
Address: 490 S Opdyke Rd
City, State Zip Pontiac, MI 48341
Telephone 248.393.6320 Fax 248.393.6329
Mobile 248.240.6853
Agent's Name (please print) Jake Vaughn
Agent's Title President
Email Address: jake@goddardcoatings.com
Website www.goddardcoatings.com

1. Organizational structure: Corporation, Partnership, etc. S-Corporation
2. Firm established: 1977 Years in business: 42
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?

5. How many full time employees? 22 Part time? _____
6. Are you able to provide insurance coverage as required by this bid? Yes
7. List the scope of services (type of work) you are able to perform.
Sport surfacing - tennis courts, basketball courts, pickleball courts, running tracks.
New installation and maintenance/repair. Striping/game layout.

8. List any professional licenses/certifications you/your employees have obtained that would be applicable to this contract. Provide copies of certification from Riteway.
Certified RiteWay installer (crack repair). Authorized Plexipave installer (acrylic coatings).

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9. 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.

Jake Vaughn, owner/president, 14+ years, full time, BS degree in engineering, MBA, (Riteway certified)

Ralph Medina, operations leader/striper, 20+ years, full time

Luis Mugica, crew leader, painter, 12+ years, full time

Gabriel Castanon, crew leader, repair (Riteway certified), 17+ years, full time

Neal McDugald, painter, 6+ years, full time

10. Provide a list of subcontractors you will be using and specify the work they will be doing.

None.

11. List equipment, tools and all other resources available to your firm to perform this contract:

12+ work vehicles/trucks with truck mounted tanks for acrylic application.

Striping van, with two striping machines and associated hand tools.

5 portable generators for hand tools, 4 portable powerwashers for prepping/cleaning surface.

12. 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.

Available upon request, we have 17 general laborers, we currently have 38 projects that vary in size and scope. Each season, on average, we touch 200-220 courts.

We have the capacity to perform this work with no delays or concern for completing

13. **References:** Provide at least three (3) references for projects that are comparable in scope to this bid. Several references from municipalities would be desirable.

Company Foresite Design (landscape architect specializing in sport field construction)
Address 3269 Coolidge Hwy, Berkley MI 48072
Phone 248.547.7757 Contact name Bruce Lemons / Mike Sims

Company Marysville Public Schools
Address 555 Huron Blvd, Marysville, MI 48040
Phone 810.364.7731 Contact name Mike Roehl

Company Ann Arbor Public Schools
Address 2555 South State St, Ann Arbor, MI 48104
Phone 734.994.2200 Contact name Emile Lauzzana

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

No Yes

15. 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) Jake Vaughn

Date 3/4/19

RiteWay Crack Repair Certified Installer

Goddard Coatings Inc.

*is a certified installer of the RiteWay Crack Repair System.
As a certified RiteWay Crack Repair Installer you are qualified to install
the RiteWay Crack Repair System with the full confidence of
RiteWay Tennis Products of West Haven Connecticut.*


Carvin Pallenberg

7/19/17
Date



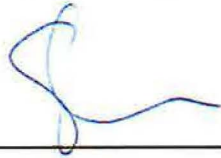
RiteWay
Crack repair and cushioned tennis courts

Internal Use:
RiteWay Certified Installer Number: ID-10148341

2018 Authorized Applicator Plexipave®

“Goddard Coatings”

This is to confirm that the above named company is an Authorized Applicator of the Plexipave® System. Plexipave is the world’s largest manufacturer of acrylic sport surfaces. A select group of applicators have demonstrated the capability and the techniques to successfully install the Plexipave System. ICP Construction Inc. supports their efforts with technical service and marketing assistance. This authorization is reviewed annually to insure continued compliance with our standards. We are pleased to have this firm as a part of our network.



Steve Lock
Global Vice President
California Sports Surfaces





The information contained in this package is presented by a member of the American Sports Builders Association (ASBA), the trade organization of sports facility professionals. The organization is made up of designers, builders and suppliers of materials used in the construction of tennis courts, running tracks, synthetic turf fields and indoor and outdoor synthetic sports surfaces.

Founded in 1965 as the U.S. Tennis Court & Track Builders Association, ASBA impresses upon its members the importance of maintaining industry standards to ensure that consumers receive the highest possible level of service, and consequently, the best possible facility, whether it is used at the personal, recreational, training or competitive level. It is the philosophy of the ASBA and its members that a well-built sports facility increases the enjoyment of the sport, provides the right environment for better performance, and serves to attract new enthusiasts.

The Association publishes construction guidelines for sports facilities; these guidelines, used by contractors around the world, have long been recognized and respected. They cover all aspects of design and construction, from orientation to soil stability, to sub-base and base construction, and from surfaces to accessories and amenities.

The Association encourages excellence among its members; it promotes its guidelines, sponsors annual awards programs to recognize outstanding design and construction work, holds meetings to educate members on new products and methods in the industry, publishes newsletters and maintains an active program that allows members to answer the public's questions. The Association also offers a very challenging professional certification program and designation for its members. We encourage the public to call at any time to verify the membership of any potential designer, contractor or supplier.

Only members of the American Sports Builders Association are allowed to use the collective membership mark of the Association, and prospective consumers within the sports facility industry are encouraged to seek out those who uphold its standards. (The Association also has a strong consumer education component and supplies information to those considering a construction or resurfacing project).

Membership in the American Sports Builders Association is renewed annually. All members are listed on the Association's website, as well as in its annual directory. Members are classified into different divisions, according to what they do: Builder members are contractors who do actual construction, surfacing, etc. Professionals are architects, engineers and others who provide licensed design services. Associates and Affiliates supply or install materials or products. Ancillary members are those who, while not necessarily involved in construction, provide services to the industry, such as trade publications, trade associations for related industries, consultants and others. Life and Honorary members are chosen by the Board of Directors because of their various contributions to the industry and to the Association. For some members (Builders, Associates and Affiliates), an applicant for membership must have been in business for two or more years. If this is not the case, the applicant may become a Provisional member, which is a temporary state until the two-year minimum has been reached.

Membership in ASBA reflects a commitment to excellence, as well as to the industry itself. As the recipient of a bid package from one of our members, the ASBA would like to offer its services to you. Should you have any questions about the industry, or about any technical matters, you are invited to call our office at 866-501-ASBA (2722) or 512-858-9890, or visit our website at www.sportsbuilders.org. We will do our best to help you.

Goddard Coatings Company

Member, ASBA



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

TENNIS COURTS RESURFACING

The City of Novi will receive sealed bids for **Tennis Courts Resurfacing** according to the specifications of the City of Novi.

Sealed bids will be received until **2:00 P.M.** prevailing Eastern Time, **Tuesday, March 5, 2019** at which time bids will be opened and read. Bids shall be addressed as follows and delivered to:

**CITY OF NOVI
FINANCE DEPARTMENT**
45175 Ten Mile Rd.
Novi, MI 48375-3024

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

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

Sue Morianti
Purchasing Manager

Notice Dated: February 8, 2019

NOTICE TO BIDDERS:

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain bid documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.



CITY OF NOVI
TENNIS COURTS RESURFACING
INSTRUCTIONS TO BIDDERS

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

IMPORTANT DATES

Bid Issue Date	February 8, 2019
Last Date for Questions	Tuesday, February 26, 2019 by 12:00 P.M. Please submit all questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	Tuesday, March 5, 2019 by 2:00 P.M.

QUESTIONS

Please email all questions to the person listed above. Please type the name of the bid in the subject line. If you type any other text, your email may be deleted as spam.

TYPE OF CONTRACT

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

BID SUBMITTALS

An **ORIGINAL and Two (2) 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. 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.

SUBMISSION OF BID

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

To be considered, sealed bids must arrive at City Clerk's Office on or before the specified time and date. There will be no exceptions to this requirement. The Clerk's Department time stamp will determine the official receipt time. Contractors mailing bids should allow ample time to ensure the timely delivery of their bid. Bids received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected bids. The City reserves the right to postpone a bid opening for its own convenience.

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

A bid may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the bid may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

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

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

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

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

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

CONSIDERATION OF BIDS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder/proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the bidder states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

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

RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unit prices shall be submitted if space is provided on bid form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is not provided. Any exceptions to the specifications must be noted on the bid form.

EXCEPTIONS

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

CONTRACT AWARD

The contract will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City of Novi. Qualifications, experience, references, comparable projects, price, previous experience with vendor/contractor, delivery, and other factors will be considered in the evaluation process and award of contract. The City reserves the right to accept any or all alternative bids and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

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

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

GENERAL CONDITIONS

INSURANCE

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

TAX EXEMPTION

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful bidder with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

The following exception shall apply to installation projects: When sales tax is charged to the successful bidder for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

FREIGHT CHARGES/SHIPPING/HANDLING

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

DOWN-PAYMENTS OR PRE-PAYMENTS

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

INVOICING

Invoice must be mailed to: City of Novi, Attn: Finance Department, 45175 W. Ten Mile Road, Novi, MI 48375, or emailed to invoices@cityofnovi.org. This email is for invoices and statements only and not for sales attempts. We are unable to respond from this email.

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.

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 offeror 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 offeror or with any other Competitor; and
- (b) No attempt has been made or will be made by the offeror 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 offeror'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 offeror'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
TENNIS COURTS RESURFACING
SPECIFICATIONS

SCOPE OF WORK

Project is repair and resurfacing tennis courts at two parks using the Riteway Peel & Stick system. Contractor must be a certified RiteWay installer.

LOCATIONS

ITC Community Sports Park (2 tennis courts)

1. Prime and apply patch binder to four (4) low areas on courts to reduce the amount of standing water.
2. Crack repair
3. Apply one (1) coat acrylic resurfacer to courts.
4. Apply two (2) coats acrylic color surfacing to courts
5. Stripe courts per USTA standards. Color: white
6. Remove from site all debris generated during the course of the project and legally dispose of same.
7. Restoration of disturbed areas

Rotary Park (2 tennis courts)

1. Prime and apply patch binder to eight (8) low areas on courts to reduce the amount of standing water.
2. Crack repair
3. Apply one coat acrylic resurfacer to courts
4. Apply two coats acrylic color surfacing to courts
5. Stripe courts per USTA standards
6. Remove from site all debris generated during the course of the project and legally dispose of same.
7. Restoration of disturbed areas

Alternate #1

1. Add striping for four (4) pickle ball courts to the two (2) ITC Community Sports Park Tennis courts. Color: yellow.
<https://pickleballcentral.files.wordpress.com/2014/10/two-courts.jpg>

CRACK REPAIR & SURFACE COATING

Major (1/2" or larger) and minor (less than 1/2") cracks shall be repaired. Materials to repair cracks shall be high quality (Sport Master, True Patch or approved equivalent).

Contractor shall rout and thoroughly clean all cracks and remove previous crack repair materials that are loose or not bonded well to the court including any rubberized crack filling materials.

Contractor shall remove by brush, vacuum or blower, all dust, dirt and debris before starting work. The surface to receive the coating as specified shall be checked to be free from grease, oil and other foreign materials before starting work. Application shall be in strict accordance with the manufacturer's specifications.

MANUFACTURER (NO SUBSTITUTIONS)

RiteWay Crack Repair, 4 Sycamore Way, Unit 7A, Branford, Connecticut, 06405.
Toll Free (877)-5-riteway
Phone (203) 433-4791.
www.ritewaytennis.com.
Email: info@ritewaytennis.com

SCHEDULE

Awarded contractor will determine a mutually agreeable schedule with the Parks, Recreation & Cultural Services Director or his designee, taking summer camps and other programs into consideration. Contractor will provide 48 hours' notice prior to beginning the work.

RESPONSIBILITY OF CONTRACTOR

The contractor will provide all materials, tools & equipment, labor, water, light, heat, power, transportation, temporary construction of any type, taxes legally collectible because of the work, and all other services and facilities necessary to execute the work.

FAMILIARITY WITH WORK

The Bidder or its representative shall make personal investigations of the site of the work and of existing structures and shall determine to its own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved, and all other factors affecting the work proposed under this Contract. The Bidder to whom this Contract is awarded will not be entitled to any additional compensation unless conditions are clearly different from those which could reasonably have been anticipated by a person making diligent and thorough investigation of the site.

SITE INSPECTIONS

Each bidder shall be responsible for visiting the sites of the proposed work, prior to bidding to fully acquaint themselves with existing conditions so that they fully

understand any difficulties and restrictions attending the execution of the work proposed. The failure of any bidder to visit the site and acquaint themselves with conditions existing there shall in no way relieve any bidder from any obligation with respect to their bid.

A map showing park locations is a part of this document.

- ITC Community Sports Park, 51000 Eight Mile Road, Northville, MI 48167
- Rotary Park, 22220 Roethel Drive, Novi, MI 48375

BARRIERS

The Contractor shall at all times have the construction site barricaded off to the general public until such time that the installation is accepted by the City's representative. This barricade shall be a minimum of 4' in height and of a nature that will prevent children from crawling through it.

STORAGE OF MATERIALS

The City shall hold the contractor responsible for all materials until they are incorporated into the work and given final acceptance by the City.

CLEAN UP

The Contractor shall at all times keep the premises, public streets, and sidewalks free from an accumulation of waste materials, rubbish, and equipment so as to leave the work and the premises neat and clean and ready for the purpose it was intended.

RESTORATION

Contractor will repair and restore any area damaged by careless or accidental use of equipment or machinery. Contractor agrees to repair or replace any turf area, landscaping, fences, signs, poles, sidewalks, mailboxes, sprinkler systems and/or appurtenances damaged or destroyed by careless or accidental use of equipment or machinery in the performance of this work.

RESTROOMS

Restrooms at the parks will be open July – October. If work is done prior to July, the contractor is to provide restroom facilities, properly secluded from public observation, to be available where needed for the use by laborers on the project. The contractor is to provide maintenance to the temporary restroom facility.

REFERENCES & EXPERIENCE

The Contractor must provide at least three references for projects of similar size and scope.

CERTIFICATIONS

Please include a copy of your Riteway certification with your bid.

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 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be PRIMARY COVERAGE rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance

limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS

HOLD HARMLESS/INDEMNITY

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
 - A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
 - B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
 - C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City to safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used 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 religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. 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.