



CITY OF NOVI

RFP CARD ACCESS CONTROL SYSTEM UPGRADE

ADDENDUM #3

INTENT: This addendum has been issued to modify and/or interpret the original specifications for the 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 Fee Proposal Form.

CONTENTS: Included in this Addendum are six (6) pages of written addenda description.

CLARIFICATIONS:

1. Addendum #1 was the revision of the pre-proposal meeting, last date for questions, and due date because of the snow event.
2. Addendum #2 was issued on 3/20/14.

QUESTIONS:

1. In viewing the bond form the City of Novi has, the only real concern we have is paragraph 5 where it states "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." Essentially 3 days isn't enough time should there be an issue. Can this be changed to meet normal AIA standards?

Answer: We will change the "3 business day" to a "7 business day" time frame in paragraph 5 for this project. A revised performance bond document is attached as part of this Addendum. There will be no other language changes allowed. We are requiring that the contractor use our language exactly and will not accept an AIA bond.

2. Would the City be willing to provide a network port/drop in the closets that house the access panels if they do not already have one?

Answer: Yes. If current panel location does not have a LAN drop we will add it.

3. Are there any elevators being controlled by your system now?

Answer: Yes, there is one elevator at the Police Department that is controlled via the current card access control system. At this time, we do not intend to add any other elevators to the system.

4. Is the City requiring a Bid Bond?

Answer: No.

5. Should the cost of the Performance Bond be provided separately so the City can calculate the additional cost for the bonds?

Answer: No. Cost of bond should be included in Lump Sum amount.

6. Are the panel descriptions for the Civic Center panels “2nd fl ph closet # x” and “2nd/fl electrical P# 3” actually in the same location?

Answer: No

7. Are the two (2) listed panels in the DPW in the same closet?

Answer: Yes

8. Are the two panels listed in FD # 1 in the same closet?

Answer: Yes

9. It appears that the panels listed for FD# 4 are in three separate closets. Is this true?

Answer: Yes

10. In the Civic Center and the PD, the panel descriptions indicate that some of the existing panels are located in the ceiling. Will these require relocation? If so, will they be located in the same new location?

Answer: Relocation is not required by the City. It is an option should the vendor require.

11. In order to determine the service and licensing, we need to know the currently active and total badge counts.

Answer: 300 active badges on average with up to 500 during Summer seasonal employment.

12. At each building, do you have a count of how many readers are wired back to each panel so we can quote the proper configuration of panels for the buildings?

Answer: Each panel can handle a maximum of four readers. Below is a list of panels, by location, that contain less than four readers.

FD 1: Panel 2	(3 readers)
FD 2: # 2 Panel	(3 readers)
D.P.W.: Panel 2	(2 readers)
Civic: P# 5	(3 readers)
P# 7	(2 readers)
P# 9	(2 readers)
P# 10	(2 readers)

Sue Morianti
Purchasing Manager

Notice dated: March 27, 2014

REQUIRED BOND LANGUAGE (REVISED)

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

Card Access Control System Upgrade

in accordance with Plans and Specifications prepared by *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

REQUIRED BOND LANGUAGE (REVISED)

upon the express written consent of the OWNER, which consent may be withheld by the OWNER for any reason; or

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

c. Tender payment to the OWNER in the amount of all losses incurred by the OWNER as a result of the Contractor Default, as determined by the OWNER, for which the SURETY is liable to the OWNER, including all costs of completion of the Contract and all consequential losses, costs, and expenses incurred by the OWNER as a result of the Contractor Default, and including all 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 seven (7) 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 (REVISED)

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 (REVISED)

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