



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

ICE ARENA ARCADE DEMO & UPPER LOBBY BUILD-OUT

The City of Novi will receive sealed bids for **Ice Arena Arcade Demo & Upper Lobby Build-out** according to the specifications of the City of Novi.

A mandatory pre-bid meeting will be held Wednesday, September 17, 2014 promptly at 10:00 A.M. at the Novi Ice Arena, 42400 Nick Lidstrom Drive, Novi, MI 48375

Sealed bids will be received until **11:00 A.M.** prevailing Eastern Time, **Wednesday, October 1, 2014** at which time bids will be opened and read. Bids shall be addressed as follows and delivered to:

**CITY OF NOVI
CITY CLERK'S OFFICE
45175 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 "Ice Arena Arcade Demo & Upper Lobby Build-out 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: September 8, 2014

NOTICE TO BIDDERS:

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MIIN). **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 MIIN 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 MIIN 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 MIIN site, www.mitn.info and obtain an official copy.



CITY OF NOVI

ICE ARENA ARCADE DEMO & UPPER LOBBY BUILD-OUT

INSTRUCTIONS TO BIDDERS

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

IMPORTANT DATES

Bid Issue Date	September 8, 2014
Mandatory Pre-Bid Meeting	Wednesday, September 17, 2014 at 10:00 A.M. Novi Ice Arena 42400 Nick Lidstrom Drive Novi, MI 48375
Last Date for Questions	Wednesday, September 24, 2014 by 12:00 P.M. <i>For procedural questions concerning this bid, please contact:</i> Sue Morianti, Purchasing Manager smorianti@cityofnovi.org <i>For technical questions concerning this bid, please contact:</i> Christopher C. Arnold, AIA, NCARB Vice President Administrative Services 23761 Research Drive Farmington Hills Michigan 48335 248.477.2444 248.477.2445 fax carnold@nsa-ae.com www.nsa-ae.com
Response Due Date	October 1, 2014 by 11:00 A.M. Deliver to: City of Novi City Clerk's Office 45175 Ten Mile Road Novi, MI 48375
Anticipated Award Date	October 20, 2014

MANDATORY PRE-BID MEETING

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

QUESTIONS

Please email all questions to the person listed above. Please write the name of the bid in the subject line. If you write anything else in the subject line, 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.

CHANGES TO THE BID/ ADDENDUM

Should any prospective Bidder be in doubt as to the true meaning of any portion of the IIB, 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 MIIN website at www.mtin.info. Any addendum issued by the City shall become part of the IIB 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: IIB 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 bid.

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 become the property of the City and will not be returned.

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 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, voluntary alternatives, 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 MIIN website at www.mitin.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.

BID BOND

A Bid must be accompanied by Bid security made payable to OWNER (City of Novi) in an amount of 5% of Bidder'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 Bidder will be retained until the Agreement has been executed and the successful bidder has furnished the required Contract security, whereupon Bid Security will be returned. If Bidder 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 Bidder will be forfeited. The Bid Security of any bidder 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 Bidders 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 bidder within 15 days of award of contract. *The bids shall be accompanied by a letter from a surety company satisfactory to the City stating that the necessary bonds (with the specific language required) will be furnished by it to the Contractor bidding in the event he is successful.*

PERFORMANCE BOND

The successful bidder will be required to enter into a contract with the City of Novi. A performance bond equal to one hundred percent (100%) of the contract sum shall be required. The City will not accept a check as performance surety.

PAYMENT BOND

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

MAINTENANCE AND GUARANTEE BOND

The successful bidder 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 bidder prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A is to be provided to the City and remain in force during the entire contract period.

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 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/proposal pricing is to be 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

Invoices must be mailed to: City of Novi, Attn: Finance Department, 45175 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 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 IIB and subsequent contract, neither the contractor, subcontractor, nor any person acting in the ir 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 IIB is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

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

INDEPENDENT PRICE DETERMINATION

By submission of a bid, the offerer certifies, and in case of a joint bid, each party hereto certifies as to its own organization, that in connection with the bid:

- (a) The prices in the bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offerer or with any other Competitor; and
- (b) No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

Each person signing the bid certifies that:

- (c) He is the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the bid and that he has not participated and will not participate in any action contrary to (a) and (b) above; or

(d) He is not the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the bid 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 bid will not be considered forward if the sense of the statements required in the bid has been altered so as to delete or modify the above.



CITY OF NOVI

ICE ARENA ARCADE DEMO & UPPER LOBBY BUILD-OUT

SPECIFICATIONS

Scope of Work

The City of Novi is seeking competitive bid proposals for the Arcade Demolition & Upper Lobby Build-out at the Novi Ice Arena located at 42400 Nick Lidstrom Drive, Novi, MI 48375. **The scope of work is delineated in the drawings and specifications (T-100, D-100, A-100, E-100) provided for this project.**

For technical questions concerning this bid please contact:

Christopher C. Arnold, AIA, NCARB
Vice President
Administrative Services

23761 Research Drive
Farmington Hills
Michigan 48335
248.477.2444
248.477.2445 fax

carnold@nsa-a-e.com
www.nsa-a-e.com

All inquiries will be responded to in the form of Addenda and posted on the MIIN website.

Time of Completion:

This project must be entirely completed by December 1, 2014.

The contractor shall include in the submitted bid price, the use of overtime, additional shifts, weekends, holidays, etc to perform all work as indicated on the plans and specifications in order to meet the completion date.

Schedule of Values:

Subsequent to the letter of award, the contractor shall submit an itemized cost breakdown subject to review and approval.

Work Schedule:

Subsequent to the letter of award, the contractor shall submit a construction work schedule subject to review and approval.

Shop Drawings & Submittals:

The contractor shall submit all shop drawings, equipment cuts, and materials submittals to the project consulting engineer for approval. Transmit copies of approved submittals to the City of Novi.

Bid Submittals:

Provide **One (1) unbound signed and clearly marked as ORIGINAL** Original bid may be clipped but should not be stapled or bound. 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.

Bidders will submit cut sheets for all proposed equipment.

Special Notes:

1. Contractor shall be responsible for all demolition, removals, disposals, and/or storage including all equipment, materials, and ancillary systems as required completing the contract work.
2. All mechanical, electrical, and controls requirements shall be the responsibility of the contractor. All trades performing work on this contract shall be licensed by the State of Michigan in their respective trade.
3. Contractor shall be responsible for all temporary and permanent construction services, mobilization, demobilization, safety, temporary power, utility shutdowns, temporary lighting, controls, coordination with utilities, fire protection, emergency systems, safety signage, trucking, hoisting, rigging, scaffolding, roof protection, cutting and patching, fire proofing, weather protection, and other services as required in order to maintain a safe, operable, and occupied facility throughout the duration of the contract.
4. Contractor shall be responsible for all system shutdowns and restoring systems back into fully operational service.
5. Contractor shall be responsible for coordinating all construction activities to avoid conflicts with different trades, building activities, and any other construction projects.

6. The work shall include all labor, trades, materials, equipment, demolition, cutting, patching, restoration, removals, disposals, storage, rigging, hoisting, scaffolding, installation, start-up, testing, adjusting, balancing, commissioning, controls, and other services as required to complete the contract work.

7. Bidders, before submitting proposals, shall visit and carefully examine the areas affected by this work to familiarize themselves with the existing conditions and difficulties that will attend the execution of this work. *Any difficulties, omissions, additions, obstructions or extras seen at the site inspection shall be brought to the attention of the City of Novi before proposals are submitted.* Submission of a proposal will be construed as evidence that such an examination has been made and later claims will not be recognized for extra labor, equipment, or materials required due to difficulties encountered which would have been foreseen had such an examination been made.

8. All materials and workmanship shall be guaranteed for a period of one (1) year from the date of final acceptance of the contract work. Provide start-up documentation for all installed equipment, as-built drawings, controls documentation, and air balancing reports. Provide a minimum of eight (8) hours training for owner's personnel.

9. Contractor shall provide fire stopping and properly seal all penetrations through rated assemblies.

10. Contractor shall provide daily cleaning and final cleaning of all work areas. Provide removal and disposal of all construction related debris. Provide restoration of damaged finishes.

11. Contractor shall be responsible for filing for and obtaining all necessary permits prior to the start of construction. Contractor shall be responsible for scheduling inspections with City agencies having jurisdiction including, but not limited to building department, fire marshal, health department, etc. Fees for permits and inspections obtained from the City of Novi will be waived. Upon completion, all work will be subject to the State Laws and City Ordinance Codes.

12. Contractor shall furnish three (3) copies of operation and maintenance manuals. Include documentation on all installed equipment, warranties, submittals, etc.



**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; alternatively, 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.

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 Oblige e, 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

Ice Arena Arcade Demo & Upper Lobby Build-out

in accordance with Plans and Specifications prepared by *NSA Architects, Engineers, Planners Job 214096.00*, 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

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 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

REQUIRED BOND LANGUAGE

the Balance of the Contract Price in mitigation of costs and damages on the Contract. SURETY shall be obligated, without duplication, for:

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

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

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

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

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

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

REQUIRED BOND LANGUAGE

consultants or others hired by the OWNER for purposes of monitoring or investigating the CONTRACTOR'S work under the Contract.

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

c. Contractor Default: "Contractor Default" shall mean the failure or refusal of the CONTRACTOR, after written notice from the OWNER, to cure or remedy, or commence to cure 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

Le Arena Arcade Demo & Upper Lobby Build-out

AND WHEREAS, this Contract was awarded upon the express condition
that the Principal would furnish a one (1) year Maintenance Bond from the date of
formal acceptance by the City Council to repair or replace any deficiencies in Labor or
Material;

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

NOW, THEREFORE, the condition of this obligation is such that if the above
Principal shall replace such defective material and shall repair all defects due to
defective workmanship and/or materials that shall occur on or before 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
figure s*).

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

Ice Arena Arcade Demo & Upper Lobby Build-out

in accordance with Plans and Specifications prepared by *NSA Architects, Engineers,
Planners Job 214096.00*,, 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,

REQUIRED BOND LANGUAGE

prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

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

SAMPLE AGREEMENT

CONTRACT FOR ICE ARENA ARCADE DEMO & UPPER LOBBY BUILD-OUT

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, 45175 Ten Mile, Novi, Michigan 48375 "City", and _____, whose address is _____, "Contractor."

Work. For and in consideration of payment by the City as provided under the Payment Section of this Contract, Contractor shall perform the work described on and in the Work Specifications listed in "Exhibit A", which is a part of this Contract, in a competent, efficient, timely, good and workmanlike manner and in compliance with the following terms and conditions.

Permits. The work to be performed includes applying and obtaining issuance of all required permits and satisfying all requirements or conditions for such permits. Fees for City of Novi permits will be waived.

Bonds and Insurance. This Contract is conditioned on Contractor securing and maintaining the liability insurance specified in the Bid Specifications, which are a part of this Contract, which shall be confirmed by Certificate(s) of Insurance, with said coverages to be maintained for the life of this Contract and the City entitled to thirty (30) days written notice of any cancellations or changes. Contractor shall also supply payment, performance, and maintenance bonds as required, in a form acceptable to the City.

Time of Work. All Insurance requirements shall be satisfied within 14 days, and work shall be completed by December 1, 2014. These time limits are of the essence of this Contract and failure to meet them shall permit City to terminate this Contract whether or not work has been commenced.

Payment. The City agrees to pay the Contractor the sum of \$_____, payment to be made after satisfactory completion of the work and after receipt of a final bill or invoice for the work from the Contractor, accompanied by a sworn statement and full unconditional waivers of lien, confirming that all subcontractors and any material suppliers have been paid in full. Payment to be made pursuant to City policies and approval by City Council.

Changes. Any changes in the provisions of this Contract must be in writing and signed by the City and Contractor.

Liability. Contractor shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. Consistent with this liability, the Contractor agrees to defend, pay on behalf of, and hold harmless the City, its agents, and others working on its behalf 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 City by

SAMPLE AGREEMENT

reason of personal injury and/or property damages which arises out of or is in any way connected or associated with this Contract.

Inspections, Notices and Remedies Regarding Work. During the performance of the work by Contractor, City shall have the right to inspect the work and its progress to assure that it complies with this Contract. If such inspections reveal a defect in the work performed or other default in this Contract, City shall provide Contractor with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Contractor shall correct the specified defects or defaults within the time specified. Upon a failure to do so, the City may terminate this Contract by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so a valid claim and charge against Contractor, or, preserve the claims of defects or defaults without termination by written notice to Contractor.

Demolition Disposal Requirements. The Contractor shall perform all work and dispose of all materials in compliance with all provisions of applicable federal, state, county and City environmental laws. This obligation includes lawful disposal of all material, with a condition of the City's payment obligation being Contractor delivering to City copies of written documents from the licensed landfill or disposal site, confirming the dates, quantities and types of demolition debris disposed of, the disposal costs and that those costs have been paid in full by Contractor.

Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because City 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.

Governing Law. This Contract shall be governed by the laws of the State of Michigan.

Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the City.

Successors and Assigns. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

Notices. Written notices under this Contract shall be given to the parties at their addresses on page one by personal or registered mail delivery to the attention of the following persons:

City: Victory Cardenas, Interim City Manager and Maryanne Come lius, City Clerk

Contractor:

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 (30) days written notice to the Contractor, for any reason, including

SAMPLE AGREEMENT

convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice. In the event of termination Contractor shall be paid as compensation in full for services performed to that date an amount calculated for that particular project. Such amount shall be paid by the City upon Contractor delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been prepared and/or accumulated by Contractor in performing the services up to the date of termination.

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.

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Maryanne Cornelius
Its: Clerk

CONTRACTOR

Date: _____

By:
Its:



CITY OF NOVI

ICE ARENA ARCADE DEMO & UPPER LOBBY BUILD-OUT

BID FORM

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

A. Ice Arena Arcade Demo & Upper Lobby Build-out as specified \$ _____ Lump Sum

Guaranteed completion date if contract is awarded 10/20/14: _____

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

EXCEPTIONS TO SPECIFICATIONS (all exceptions must be noted here or attached as separate sheet):

COMMENTS: _____

THIS BID SUBMITTED BY:

Company (Legal Registration) _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Agent's Name _____

Agent's Title _____

Signature _____

Date _____



**CITY OF NOVI
REQUEST FOR QUALIFICATIONS**

ICE ARENA ARCADE DEMO & UPPER LOBBY BUILD-OUT

COMPANY INFORMATION

Name of Firm _____

Address _____

City, State, Zip _____

Telephone _____ Fax _____

Address of local facility _____

Distance of local facility from the Novi Civic Center _____

COMPANY BACKGROUND

Organizational structure (Corp, Partnership, etc): _____

Firm Established: _____

How many full time employees? _____ Part time? _____

Are you able to provide insurance as required by this bid? _____

Provide a letter from your surety company stating that the necessary bonds (*with the City's required language*) will be furnished by it to the Contractor in the event he is awarded the bid.

List the scope of services (type of work) you are able to perform.

Provide a list of all technicians and other professional staff to be assigned to this project.

List any professional licenses/certifications that you or the employees to be assigned to this project have obtained that relate to this bid.

Provide a list of equipment, tools, and other resources available to your firm to perform this contract.

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

REFERENCES

Provide at least four (4) current references that are comparable in scope to this bid. Several references to municipalities would be desirable. Include contact name and information.

Company _____

Address _____

Phone _____ Contact name _____

Company _____

Address _____

Phone _____ Contact name _____

Company _____

Address _____

Phone _____ Contact name _____

Company _____

Address _____

Phone _____ Contact name _____

Provide any additional information you would like to include which may not be included in the information above. You may attach additional sheets if necessary.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Submitted on _____
Date

By: _____
Name of Bidder (Firm)

Signature

Printed Name and Title of Signatory