



CITY of NOVI CITY COUNCIL

Agenda Item H
April 22, 2013

SUBJECT: Approval of the concession stand food services contract for Ella Mae Power Park & Lakeshore Park to Coach's LLC, 38397 Dodge Park, Sterling Hts., MI 48312.

SUBMITTING DEPARTMENT: Parks, Recreation & Cultural Services

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

The Novi Parks, Recreation and Cultural Services (PRCS) Department operated the concession services at city parks over the years. While participants and residents have enjoyed those services, PRCS continues to evaluate performances of all activities. While reviewing the performance of the concession services at all City parks it was noted that expenditures have exceeded revenues last fiscal year and the same trend continues FY 2012-13.

| | Fiscal Year 2010/2011 | Fiscal Year 2011/2012 | Fiscal Year 2012/2013 (as of 3/12/13) |
|-------------------------------------|--------------------------|--------------------------|---|
| Power park | \$ 38,456.00 | \$ 43,354.86 | \$ 26,062.94 |
| ITC Community Sport Park - Soccer | \$ 2,689.00 | \$ 4,414.72 | \$ 1,155.74 |
| ITC Community Sport Park - Baseball | \$ 12,345.00 | \$ 15,972.82 | \$ 3,939.56 |
| Lakeshore Park | \$ 28.00 | \$ 36.00 | \$ 12.00 |
| Revenue | \$ 53,518.00 | \$ 63,778.40 | \$ 31,170.24 |
| Expenditures | \$ (49,730.27) | \$ (69,183.59) | \$ (37,561.20) |
| | \$ 3,787.73 | \$ (5,405.19) | \$ (6,390.96) |

Looking at alternatives to rectify this situation PRCS identified private professional food services companies overseeing the day to day operations and functions of the concession stands would be a more viable option for the City and continue to deliver the service to the residents. Per the contract, Coach's LLC will provide a monthly fee of \$50 for Lakeshore Beach and \$550 for Ella Mae Park (Power Park). We are looking at bringing in revenue of a minimum \$200 for Lakeshore and \$3,850 for Ella Mae Park with a possibility of more if they are open more than the recommended Memorial Day to Labor Day at Lakeshore and 7 months at Ella Mae Park. PRCS will stand to save nearly an average of \$6,000 a year once all expenditures are finalized, at all four parks, with this new contract.

A pre-bid meeting to all interested parties was held on March 26, 2013 for bids on concessions services for Ella Mae Power Park, Lakeshore Park, and ITC Community Sports Park. An onsite tour to each of the concession stands along with a listing of concession equipment was provided in the bid. All parties were assured at the pre-bid meeting that the contract could be awarded in whole or in part.

The operation hours and dates will be based on traffic flow and weather. The City will notify Coach's LLC of all scheduled and non-scheduled games to be played where concessions services are requested to be open. Coach's LLC shall have the option to offer or not offer concession services for non-scheduled games only. Coach's LLC does agree to offer concession services during tournament play (even though there may be only one game scheduled on that day).

Two (2) bids were received and opened on April 9, 2013 following a public bid solicitation period. The evaluation team met and viewed both parties Request for Proposals, which contained prices, monthly fee, references and location desired. Discussion was held on splitting up the contract and awarding them separately.

Upon mutual agreement of the client and the contractor, the contract can be renewed one (1) additional year at the same price, terms and conditions of the original contract.

RECOMMENDED ACTION: Approval of the concession stand food services contract for Ella Mae Power Park & Lakeshore Park to Coach's LLC, 38397 Dodge Park, Sterling Hts., MI 48312.

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

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

CONTRACT FOR CONCESSIONS SERVICES

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 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and **Coach's LLC**, whose address **is 38397 Dodge Park, Sterling Hts, MI 48312**, (hereinafter referred to as "Vendor").

THE CLIENT AND VENDOR AGREE AS FOLLOWS:

Article I. **Statement and Performance of Work.**

For payment by the Client as provided under this Contract, Vendor 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 on April 23rd, 2013 and end on December 31st, 2015. Upon mutual consent of the Client and the Vendor, the contract may be renewed one (1) additional year.

Article III. **Contract Price and Payment.**

Subject to the terms and conditions of this Contract, the Vendor agrees to pay Client an amount 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 Vendor agrees to pay Client amounts due within thirty (30) days of receipt of an invoice from the Client.

All costs and expenses incurred by Vendor under this Contract are deemed to be included in the amounts set forth in Schedule A. Vendor will obtain written approval of the Client prior to proceeding with any work that is not stated on Schedule A;

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 Vendor. The Client shall pay all reasonable costs incurred by the Vendor up to the date of notice of termination. The Vendor 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 Vendor 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, Vendor 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 Vendor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Vendor 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.

Vendor, 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. Vendor 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, Vendor 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. Vendor 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 Vendor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Vendor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Vendor specifically agrees that it is Vendor's responsibility, and not the responsibility

of the Client, to safeguard the property and materials used in performing this Contract. Vendor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Vendor's performance of this Contract.

- B. Vendor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule B, 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 Vendor 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 B.

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 Vendor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Vendor 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 Vendor. 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 Vendor'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. Vendor 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. Vendor 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. Dispute Resolution/Arbitration. The parties agree that any disputes regarding a claimed violation of this agreement shall first be submitted in writing to the other party in an attempt to settle the matter before pursuing other legal actions or

notices provided for in this agreement. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response from the other party, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary. The aforementioned initial written communications between the parties also shall indicate whether the party is willing to submit the dispute to binding arbitration, non-binding mediation or other form of alternate dispute resolution, and share equally the costs for same. Upon the parties agreeing to any such method of dispute resolution and a timetable for doing so, pursuit of other legal actions shall be deferred until the process has been completed. In any binding arbitration, the arbitrator shall provide a written statement of the reasons and basis for an award or decision, a judgment of the Oakland County Circuit Court may be entered based on the arbitration award or decision, and each party shall be responsible for their own costs and attorney fees.

- F. 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 Vendor 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 Vendor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Vendor's performance of the work.
- G. 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 Clay J. Pearson and City Clerk Maryanne Cornelius
Vendor: Jon Price, Owner
- H. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Vendor.
- I. 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.
- J. 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.
- K. 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 Vendor have executed this Contract in Oakland County, Michigan, as of the date last listed below.

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Robert J. Gatt
Its: Mayor

Date: _____

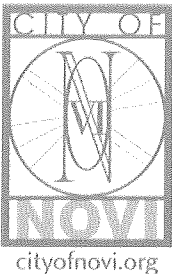
By: Maryanne Cornelius
Its: Clerk

VENDOR:
Coach's LLC

Date: _____

By: Jon Price
Its: Owner

1275476.3



CITY OF NOVI
CONCESSIONS SERVICES

PROPOSAL FORM

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

| <u>Locations</u> | <u>Seasonal Monthly Rental Fee</u> | |
|---|------------------------------------|---------|
| A. Ella Mae Park | \$ <u>550</u> | ← Award |
| B. ITC Community Sports Park Soccer Field Concession | \$ <u>100</u> | |
| Baseball Diamond Concession | \$ <u>50</u> | |
| C. Lakeshore Park | \$ <u>50</u> | ← Award |

We acknowledge receipt of the following Addenda: # 1
(please indicate numbers)

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

COMMENTS: _____

THIS PROPOSAL SUBMITTED BY:

Company (Legal Registration) Coach's LLC

Address 38397 Dodge Park

City Sterling HTS State MI Zip 48038

Telephone 586 709 3288 Fax 586 268 1886

Agent's Name Jon Price

Agent's Title Owner

Signature J.P.

E-mail JPrice@Kona-IL.com

Date 4/4/13



CITY OF NOVI
VENDOR QUALIFICATIONS QUESTIONNAIRE

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

Name of Firm Loach's LLC
Address: 38397 Dodge Park Rd
City, State Zip Sterling HTS MI 48312
Telephone 586 709-3288 Fax 586 268 1996
Mobile _____
Agent's Name (please print) Jon Price
Agent's Title owner
Email Address: JPrice@Kona-ILC.com
Website www.Kona-ILC.com

1. Organizational structure: Corporation, Partnership, etc. LLC
2. Firm established: 2001 Years in business: 12 years
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?
No Yes _____ Reason: _____
4. Under what other or former names has your organization operated?
NA
5. How many full time employees? 3 Part time? 12
6. Are you able to provide insurance coverage as required by this bid? yes
7. 24/7 Emergency Telephone Number 586 709-3288
8. How many clients do you currently provide concession services? Please list.
Maconb Twp
Clinton Twp
Sterling HTS

9. Describe why your company is uniquely qualified to provide the concession services requested.

Couch's provides concessions for schools, fairs, festivals, sporting events, and charities in Macomb and Oakland Counties

10. What type of concessions are you proposing for Lakeshore Park?

A Michigan licensed STFU concession truck.

11. What special needs (electrical power, etc.) do you need in order to provide the services requested?

None

12. Describe how you will provide for the safe operation of your concession services, including the sale of concession products to the public.

A Michigan Certified Food manager will be on staff as will as a trained person in charge (PIC).

13. How will complaints from the public be handled?

We will take complaints seriously. The manager on site will write down the complaint and if he or she cannot resolve the complaint the owners phone number will be provided to customer.

14. List any licenses/certifications you have obtained that would be applicable to providing concession services. Please provide copies of any licenses/certifications.

Certified Food Safety Manager.
State of Michigan STFU License

15. Provide a minimum and maximum number of employees to be on-site at each facility at any one time.

| <u>Facility</u> | <u>Minimum</u> | <u>Maximum</u> |
|-------------------------------|----------------|----------------|
| Power Park | <u>2</u> | <u>4</u> |
| ITC CSP – Soccer Concession | <u>2</u> | <u>4</u> |
| ITC CSP – Baseball Concession | <u>2</u> | <u>4</u> |
| Lakeshore Park | <u>1</u> | <u>3</u> |

16. List equipment, tools and all other resources available to your firm to perform this contract. You may provide this list on an additional sheet if necessary.

Certified Food Safety Manager will
have knowledge of all NSF equipment.
Equipment will be determined after
a inspection of existing equipment.

17. **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 Clinton Township Parks + Rec
Address 40700 Romeo Plank, Clinton Twp. 48038
Phone 586-286-9336 Contact name Frank Pizzo

Company Macomb Township Parks + Rec
Address 20699 Macomb St. Macomb MI 48042
Phone 586-992-2900 Contact name Michelle Noda

Company Sterling Heights Parks + Rec

Address 40620 Utica Rd, Sterling Hts MI 48312
Phone 586-446-2700 Contact name Kyle Langlois

18. Claims & Suits: Does your firm have any litigation pending or outstanding against your organization or its officers? If yes, please provide details.
No Yes

19. 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: *[Signature]*
Representative's Name (please print) Jon P. G.
Date 4/4/13



7680 Universal Blvd., Suite 550, Orlando, FL 32819
P (800) 446-0257 F (407) 352-3603 www.NRFSP.com
National Registry of Food Safety Professionals®

**THE NATIONAL REGISTRY OF
FOOD SAFETY PROFESSIONALS®**

CERTIFIES

JON P PRICE

HAS SUCCESSFULLY SATISFIED THE REQUIREMENTS FOR

THE FOOD SAFETY MANAGER

CERTIFICATION EXAMINATION

PRESIDENT: _____

LAWRENCE J. LYNCH, CAE

ISSUE DATE: JULY 14, 2012

EXPIRATION DATE: JULY 14, 2017

CERTIFICATE NO: 20766261

TEST FORM: EXE27

This certificate is not valid for more than five years from date of issue.

LICENSE NO. SST5450038632

STATE of MICHIGAN
LICENSE

EXPIRES: 4/30/2013

ISSUED BY THE MICHIGAN DEPARTMENT OF
AGRICULTURE TO OPERATE A FOOD SERVICE
ESTABLISHMENT UNDER THE PROVISIONS OF
THE MICHIGAN FOOD LAW BEING ACT 92 OF
THE PUBLIC ACTS OF 2000.

38397 DODGE PARK RD STERLING HEIGHTS 48312

THIS LICENSE IS NOT TRANSFERABLE
AS TO PERSON OR PLACE. NOTIFY
THE LOCAL HEALTH DEPARTMENT
PRIOR TO CHANGE OF OWNERSHIP.

{SECTION 4123}

RESTRICTIONS OR CONDITIONS :

IS GRANTED TO: JONATHAN P PRICE

KONA ICE #2
19823 ROSIN
CLINTON TWP, MI 48038

DIRECT INQUIRIES TO: MACOMB COUNTY HEALTH DEPT SW 5450

OPERATOR COPY FAILURE TO POST IN A CONSPICUOUS PLACE IS A MISDEMEANOR SECTION [4119] FI-210 (1/2005)

BUSINESS REGISTRATION CERTIFICATE ISSUED TO:

**COACH'S ICE CREAM
38397 DODGE PARK**



CITY OF STERLING HEIGHTS

WALTER C. BLESSED
ASSISTANT CITY MANAGER/CITY CLERK

This registration shall not be in lieu of, or relieve the registrant of the necessity to comply with all other City Ordinances, standards and regulations, or from obtaining a Certificate of Occupancy, or any other necessary permits and approvals from the City of Sterling Heights.

THIS REGISTRATION IS NOT TRANSFERABLE
Valid through March 31, 2014

LICENSE NO. **SFE5450037395**

**STATE of MICHIGAN
LICENSE**

EXPIRES: 4/30/2013

ISSUED BY THE MICHIGAN DEPARTMENT OF AGRICULTURE TO OPERATE A FOOD SERVICE ESTABLISHMENT UNDER THE PROVISIONS OF THE MICHIGAN FOOD LAW BEING ACT 92 OF THE PUBLIC ACTS OF 2000.

THIS LICENSE IS NOT TRANSFERABLE AS TO PERSON OR PLACE. NOTIFY THE LOCAL HEALTH DEPARTMENT PRIOR TO CHANGE OF OWNERSHIP. (SECTION 4123)

38397 DODGE PARK RD STERLING HEIGHTS 48312

RESTRICTIONS OR CONDITIONS:

IS GRANTED TO: **JON P PRICE**

**COACH'S ICE CREAM
38397 DODGE PARK RD
STERLING HEIGHTS, MI 48312**

DIRECT INQUIRIES TO: **MACOMB COUNTY HEALTH DEPT SW 5450**

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

CONCESSIONS SERVICES

The City of Novi will receive sealed proposals for **Concessions Services** according to the specifications of the City of Novi.

A mandatory pre-proposal meeting will be held Tuesday, March 26, 2013 at 10:00 A.M. beginning at the Novi Civic Center, 45175 Ten Mile Rd., Novi, MI 48375. Site visits to the parks will also be part of the pre-proposal meeting.

Sealed proposals will be received until **11:00 A.M.** prevailing Eastern Time, **Tuesday, April 9, 2013** at which time proposals will be opened and read. Proposals shall be addressed as follows and delivered to:

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

OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "CONCESSIONS SERVICES RFP" AND MUST BEAR THE NAME OF THE PROPOSER.

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

Sue Morianti
Purchasing Manager

Notice dated: March 18, 2013

NOTICE TO PROPOSERS:

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



CITY OF NOVI
CONCESSIONS SERVICES
INSTRUCTIONS TO PROPOSERS

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

IMPORTANT DATES

| | |
|---------------------------------------|--|
| RFP Issue Date | March 18, 2013 |
| Mandatory Pre-proposal Meeting | Tuesday, March 26, 2013 at 10:00 A.M. Novi Civic Center 45175 Ten Mile Road Novi, MI 48375 |
| Last Date for Questions | Tuesday, April 2, 2013 by 12:00 P.M. Submit questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org |
| Response Due Date | Tuesday, April 9, 2013 by 11:00 A.M. |
| Anticipated Award Date | April 22, 2013 |

MANDATORY PRE-PROPOSAL MEETING

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

QUESTIONS

Please email all questions to the person listed above. Please write the name of the RFP in the subject line. If you write anything else in the subject line, your email may be deleted as spam.

PROPOSAL SUBMITTALS

An **Original and Three (3) copies** of each proposal must be delivered to the City Clerk's Office. Original proposal may be clipped but should not be stapled or otherwise bound. Copies may be stapled and bound. No other distribution of the proposals will be made by the Contractor. Proposals must be signed by an official authorized to bind the Contractor to its provisions.

FAILURE TO SUBMIT PRICING ON THE PROPOSAL FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

CHANGES TO THE RFP/ADDENDUM

Should any prospective Proposer be in doubt as to the true meaning of any portion of the Request for Proposal, or should the Proposer find any patent ambiguity, inconsistency, or omission therein, the Proposer shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the specified person by the date listed above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info. Any addendum issued by the City shall become part of the RFP and shall be taken into account by each proposer in preparing their proposal. Only written addenda are binding. It is the Proposer's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on proposal form.

SUBMISSION OF PROPOSALS

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

To be considered, sealed proposals must arrive at City Clerks Office, on or before the specified time and date. There will be no exceptions to this requirement. Proposal is considered received when in the possession of the City Clerk. Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposal. Proposals received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected proposals. The City reserves the right to postpone an RFP opening for its own convenience.

Proposals must be clearly prepared and legible and must be signed by an Authorized Representative of the submitting Company on the enclosed form. Proposals must show unit and total prices. **ANY CHANGES MADE ON PROPOSAL FORMS MUST BE INITIALED OR YOUR PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

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

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

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

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

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

RESPONSIVE PROPOSALS

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

EXCEPTIONS

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

CONTRACT AWARD

The contract that will be entered into will be that which is most advantageous to the City of Novi, prices and other factors considered. The City reserves the right to accept any or all alternative proposals and to award the contract to other than the lowest proposer, waive any irregularities or informalities or both, to reject any or all proposals, and in general, to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interests of the City of Novi.

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

GENERAL CONDITIONS

TAX EXEMPT STATUS

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

CONTRACT TERMINATION

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

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful proposer will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

NON-DISCRIMINATION

In the hiring of employees for the performance of work under this contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

ACCEPTANCE OF PROPOSAL CONTENT

Should a contract ensue, the contents of the proposal of the successful Proposer may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

DISCLOSURE

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this RFP is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

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

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

INDEPENDENT PRICE DETERMINATION

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

(a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offerer or with any other Competitor; and

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

Each person signing the proposal certifies that:

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

(d) He is not the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.



CITY OFNOVI
CONCESSIONS SERVICES
SPECIFICATIONS

GENERAL

The City of Novi wishes to establish a contract with qualified firm(s) to provide food concession operations at one or all (or any combination thereof) of the Parks, Recreation, and Cultural Services facilities identified in this RFP. Operation of food and beverage concessions (excluding vending beverage machines) must be conducted in accordance with the following specifications and general conditions.

All food and food products offered for sale shall be from sources approved or considered satisfactory by the Oakland County Health Department.

Vendor is responsible for acquiring and maintaining all necessary licenses, registrations, certifications and permits required for operation by local, state, and federal law.

The City of Novi Parks & Recreation Services has an exclusive contract with Pepsi through 2016 to provide fixed fountain beverage, over the counter beverage and beverage vending services. Responders must be able to adhere to this exclusive agreement by providing only Pepsi products as part of their concession services.

Mobile food carts, Ice Cream truck/mobile cart will also be considered as part of the overall work plan proposal.

License/lease will not include catering or similar service to individuals or groups of individuals using park areas nor will such exclusive right include a right to restrain or prevent park patrons from bringing in their own food drinks and convenience items in to any park. All vending machines are excluded from this RFP.

THIS CONTRACT SPECIFICALLY PROHIBITS ANY SALE OF ALCOHOLIC BEVERAGES OR TOBACCO WITHIN THE PARKS.

FACILITIES

1. Ella Mae Power Park, 45175 Ten Mile Road Novi, MI 48375

This is the place to play softball in Metro Detroit. Ella Mae Power Park is an athletic complex catering primarily to softball leagues, which is located on the Civic Center Campus and shares parking at the site. This complex is one of the premier sites for softball in the area. This site also hosts a variety of tournaments throughout the year, from recreational to state and national tournaments, special events & programs. Approximately 28 acres of this space is heavily forested with mature woods, includes trail connections for hikers. A play structure and small shelter for small gatherings are also a part of this site. ***Estimated Number of Visitors: 45,000***

Site Features:

- 1 Concession Stand (April – October)
- 4 Softball Diamonds (all skinned infields, all lighted, none irrigated)
- 2 baseball fields
- Concession/restroom facility
- playground

2. ITC Community Sports Park, 51000 Eight Mile Road Northville, MI 48167

Developed in 1996, Community Sports Park caters to active recreational pursuits. This park is known as the premier soccer and baseball complex in the area, which plays host to many tournaments thorough the year. Tennis, basketball courts are also within the park. We also have one picnic shelter for community gatherings, two play structures.

Estimated Number of Athletic Field Visitors: 50,000

Site Features:

- 2 concession stands (1 at baseball fields and 1 at soccer fields)
 - Soccer (April – June & August – October)
 - Baseball (May – June)
- 2 playgrounds (one at each entrance of the park)
- 1 picnic shelter/barbeque grill
- 3 restrooms facilities
- 6 soccer fields (none lighted, all irrigated)
- 10 baseball fields
- 2 tennis courts (will be refurbished in Spring 2013)
- 2 basketball courts

3. Lakeshore Park & Beach, 601 South Lake Dr. Novi, MI 48377

The largest of the City's parks, Lakeshore Park offers a wide variety recreational opportunity and plays host to many community events. Active recreation opportunities include a swimming beach (on Walled Lake, the largest lake in the City) in the summer months, well maintained mountain bike and walking trails and one newer play structure and another new structure will be built in Spring 2013.

Estimated Number of Visitors: 35,000

Site Features:

- 1 concession stand (needs renovation to be compliant with state regulations)
 - (Memorial Day – Labor Day)
- 1 Public swimming beach
- 10 miles of mountain bike/walking trails
- 2 playgrounds
- 2 horseshoe pits
- 2 sand volleyball courts
- 2 picnic shelters/barbeque grills
- 1 tent shelter
- 1 soccer field
- 2 restrooms

**All facilities are open seven days a week with varying hours.*

**Hours of Operation for concessions will be determined in conjunction with the Vendor and City of Novi based on the season and need of each specific facility.*

DURATION OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for services. The contract period will be for three (3) years. Upon mutual consent of the City of Novi and the successful proposer, the contract may be renewed for one (1) additional year.

It will be at the City's sole discretion to select which options best suit the need of the various facilities. The City may elect to renew the selected option for one additional period of the same length as the original contract. For any renewal period authorized by the City, product and supply cost will be subject to renegotiation and a mutual agreement of the parties. If a mutual agreement of the parties is not reached within a reasonable period of time as determined by the City, the contract will not renew.

SCHEDULING

City shall notify selected Vendor(s) of all games scheduled and non-scheduled games to be played. Selected Vendor(s) shall have the option to offer concession services or not offer concession services for non-scheduled games only. Selected Vendor(s) shall agree to offer concession services during tournament play (even though there may be only one game scheduled on that day).

EQUIPMENT

The selected Vendor(s) will be responsible to supply all needed equipment to perform the contract and will submit a list of this equipment with their proposal.

MENU

The Vendor shall develop and submit with their proposal, a proposed menu to be which shall include the list of items to be sold and the prices at which such items will be sold. The Vendor shall retain the right to modify the menu, subject to the review and approval of the Director of Parks, Recreation & Cultural Services, or his designee, which approval shall not be unreasonably withheld.

Foods and beverages offered for sale shall be sold at reasonable prices. The Vendor shall charge fair, reasonable and nondiscriminatory prices for each unit of sale or service. It is agreed that all articles sold or used under this Agreement will be pure and of good quality determined by the concession supervisor and director/designee of the PRCS Department.

A complete list of food and other typical concession items offered for sale shall be submitted to the City by March 1st, before the start of each concession season. Additions and/or deletions of food and other typical concession items for sale shall be approved by the City, before being offered for sale to the public.

The successful vendor shall keep at all times on public display, the prices, rates and charges which may be made for the sale of goods and services to the public. Concession signage shall be attractive and professional.

The Vendor shall operate, serve and dispense quality foods and beverages with adequate portions. Such operations shall be in an environment of complete cooperation with City personnel. The Vendor shall, at all times, comply with the Federal Pure Food

and Drug Laws and other applicable laws and regulations of the United States, the State of Michigan, the local County, and the municipalities wherein the facilities are located, and all applicable health rules and regulations. All foods must be fresh and of best quality at all times.

PROHIBITED SALES

The successful vendor is prohibited from offering for sale any tobacco or alcohol products at any time.

PERSONNEL

The Vendor will be responsible for hiring the necessary personnel to conduct operation of the concessions. The Vendor will comply with all federal, state and local laws related to minimum wage, social security, nondiscrimination, unemployment compensation and workers' compensation.

The vendor shall at all times provide an active, qualified and competent supervisor of the facility who shall be authorized to represent and act for the Vendor in matters pertaining to the day to day operation of the facility. The Vendor further agrees to have at all times sufficient attendants on duty to render adequate service to the public.

All employees of the Vendor shall be neat and properly dressed in pre-approved uniforms, and shall be courteous to the public. Employees shall not use improper language or act in a loud or boisterous manner or be seen eating or chewing while on duty. At the request of the Director or his/her designee, the Vendor shall provide name badges for all employees, and shall dismiss any employee whose conduct is contrary to the interest of the City. Vendor shall conduct background checks on all employees and submit them to the Director of Parks and Recreation prior to employment.

UTILITY BILLS, REPAIRS & MAINTENANCE

It is agreed that the City of Novi shall pay all utility bills and provide for repair and maintenance for the building/facility, other than routine daily cleaning/maintenance procedures. The City of Novi shall have the right to enter the facility operated by the vendor at any responsible time to examine the premises and make any repairs and improvement that it deems necessary. Any equipment furnished by the City under the contract will be maintained by the selected vendor(s).

The vendor shall repair any damages resulting from negligence or neglect of daily routine cleaning and maintenance on his/her part or on the part of any of his employees or agents, to City property or equipment. Failure to make said repairs after receiving written notice from the City will result in City repair, the reimbursement of which shall be paid by the vendor within fifteen (15) days after notice. Failure to make such payment shall place the vendor in default of their contract and subject to termination of the contract, at the discretion of the City.

IMPROVEMENTS

It is agreed that any permanent improvements or additions made to the concession stand shall become the property of the City of Novi at the completion, termination or default of this contract. Vendor specifically agrees that no structural alteration shall be undertaken without the written approval of the Director of the Novi Parks, Recreation and Cultural Services Department.

GARBAGE DISPOSAL

The vendor is responsible to ensure that all garbage generated from the operation is placed into designated trash or recycling containers. Disposal costs shall be the responsibility of the City of Novi. The vendor is accountable and responsible for cleaning and trash removal of immediate area adjacent to concession location(s).

PERSONAL PROPERTY

It is agreed that the Vendor shall provide and be solely responsible for all materials, equipment, food, beverages or other personal property brought to the concession stand for the purpose of providing food and beverage concessions.

RIGHT OF ENTRY, PROTECTION OF PROPERTY AND EASEMENT BY PUBLIC

The City reserves the right to enlarge, close or reduce the size of any area for the purpose of improvement, repair, construction or any other legitimate purpose. The above actions will **not** entitle the selected vendor(s) to any reduction or suspension of the fee, unless otherwise approved by the City.

The City and its employees shall have full rights and power to enter buildings for the purpose of construction, repairs or replacement of buildings, and equipment furnished by the City, inspection, enforcing laws, rules and regulations, and for any other lawful purpose.

CONDITION AND SURRENDER OF PROPERTY

The refreshment stands, buildings, rooms, locations, and equipment, or all parts thereof, which are the property of the City shall remain the property of the City upon termination of the contract by expiration or otherwise, the selected vendor(s) shall surrender possession of all said premises and all parts thereof in as good condition as said premises were when first occupied by the selected vendor(s), under the terms of the contract, ordinary wear and tear, and damages caused by casualty or acts beyond the control of the selected vendor(s) excepted. If the buildings or equipment used by the selected vendor(s) are damaged or destroyed by fire, act of God or otherwise so that same cannot be repaired or replaced within sixty (60) days, that at the option of the City, the contract shall terminate and each party shall be released from further obligations. At no time shall selected vendor be responsible for fees to the City for any month or part of a month when the concession services cannot be offered because of damage to facilities or cancellation of all further activities at the park.

NO WAIVER

The failure of the City to insist, in any instance, on strict performance of any condition of the Contract or to exercise any right therein shall not have the effect of, or be construed as, a waiver of such condition or right in any other instance.

CHANGE IN WRITING

No change, modification, or waiver, in or of, any of the terms or conditions of the Contract shall be in any way valid or binding on either of the parties unless agreed to by both parties in writing.

ACCOUNTING

Vendor will provide a financial statement by location to the City at the end of each year.

INSURANCE

Vendor must be able to meet the insurance requirements as indicated in Schedule B of the attached Sample Agreement and submit a copy of a current certificate of insurance with their proposal.

LICENSES

Vendor is responsible for acquiring and maintaining all necessary licenses, registrations, certifications and permits required for operation by local, state, and federal law. Proposal submittal must include copies of all concession or other licenses required to provide the requested services.

ADVERTISING

The Vendor agrees not to advertise in any manner of form, on or about the premises, buildings, or space licensed to him. Vendor shall not employ or use any persons known as "criers" or other noise makers or means of attracting attention to the Vendor's business, not approved by the City, or to the extent of creating a nuisance.

COMPLIANCE WITH LAWS

The selected vendor(s) shall not permit on the premises any gambling or games of chance, or install or operate, or permit to be installed or operated, any device, or conduct any activities which, in the opinion of the City, are contrary to good morals or are otherwise objectionable.

SELECTION CRITERIA/EVALUATION FACTORS

Proposals will be evaluated and ranked. The City of Novi reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more firms. The City reserves the right to reject all bids and request new proposals. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the City, including but not limited to:

1. Qualifications, Experience, Professional Competence

The firm shall have experience in food concessions for similar projects. Outline why the City should select your firm to provide the required services. Provide a profile of your firm, including history. Clearly identify who shall be assigned to this project. Identify the role he/she will play and include a resume and a brief overview of his/her involvement (include experience with public sector clients).

2. Comparable Projects/References

Provide a list of references for comparable projects that have been successfully completed by your firm. Include municipal related work as well as private sector references.

3. Methodology/Work Program

Provide the firm's method of approach or work plan summary to meet the City's objectives and components identified in the Request for Proposal. Include type and variety of concession items offered, to include affordability to the public.

4. Cost Proposal

The City reserves the right to interview any number of qualify providers as part of the evaluation process.



CITY OF NOVI
CONCESSIONS SERVICES
ADDENDUM #1

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 Bid/Fee Proposal Form.

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

CLARIFICATIONS:

1. Smoking is prohibited inside and around the concession stand. The City of Novi has an ordinance that bans smoking within 100 feet of the entrances to all buildings owned, leased or operated by the City. The concession stands are marked with No Smoking signs. Failure to comply with this requirement may result in cancelation of the contract.
2. The City of Novi will conduct background checks on all Vendor employees who will be scheduled to work at the Novi parks. The vendor will provide a signed Criminal Background Screening Consent Form for each employee and receive approval from the City before allowing employee to work at concession facility. Failure to comply with this requirement may result in cancelation of the contract. The Consent Form is attached.
3. The last paragraph in the "General" section on page 7 is changed to read:

License/lease will not include catering or similar service to individuals or groups of individuals using park areas nor will it include a right to restrain or prevent park patrons from bringing in their own food, drinks and convenience items in to any park. All vending machines are excluded from this RFP.
4. A list of equipment available for the vendor to use at each location is attached. Equipment furnished by the City under the contract will be maintained by the selected vendor(s). Any equipment that the vendor does not wish to use will be removed by the City. Please indicate in your proposal which items you intend to use.
5. There may be some occasions when the City allows an organization to provide food to park patrons. One occasion is "Dooley Days", when the Parks commissioners grill

donated hot dogs and hand them out to patrons at no charge.

QUESTIONS:

1. Who is responsible for the Health Department inspections & permits?
Answer: The vendor is responsible for permits & inspections at all locations. The Lakeshore Park facility has not been used for several years and may need some work done. The City will consider doing some upgrades, depending on the cost.
2. Does the Pepsi contract include water? Do we have to order directly from Pepsi or can we order through a distributor?
Answer: Yes, the Pepsi contract includes water. You may order through your distributor.
3. Can we bring in another vendor, such as one who sells kettle corn?
Answer: No.

Sue Morianti
Purchasing Manager

Notice dated: April 3, 2013

CONCESSION INVENTORY – Equipment & Supplies
March 2013

Ella Mae Power Park

- 710ML Royal Cash Register
- Commercial Microwave Oven
- Crock Pot
- Pump Style Cheese Machine
- Hot dog Machine Sneeze Guard
- Hot Dog Roller
- Hot Dog Hot Box
- 3 Warmer Bunn Coffee Maker
- 4 Bunn Coffee Pots
- 3- Shelf Pizza Hot box
- Pizza Oven
- 3 Pizza Pans
- Pepsi Drink Cooler
- Pepsi Rack for Box Fountain Drinks
- Pepsi Siberian Chill Machine
- Pepsi Clock
- 8 burner Event Grill
- 4 Tanks for Grill
- 2 Chest Freezers
- Freezer
- Commercial Refrigerator
- 3 Standard Refrigerator/freezer
- One Ice Maker
- Popcorn Machine
- 4 Tables
- Mop & Bucket
- 2 Trash Cans
- Broom & Dust Pan

ITC Community Sports Park - Soccer

- Cash Register
- Commercial Microwave
- Crock Pot
- Pepsi Cooler
- Refrigerator
- Hot Dog Roller
- Hot Dog Machine Sneeze Guard
- Popcorn Machine
- Freeze Machine
- 4 Coffee Pots
- 3 Burner Bunn Coffee Maker
- Mop & bucket
- 2 Trash Cans
- Broom & Dust Pan

ITC Community Sports Park - Baseball

- Cash Register
- Commercial Microwave
- Crock Pot
- Pepsi Cooler
- Refrigerator
- Hot Dog Roller
- Hot Dog Machine Sneeze Guard
- Popcorn Machine
- Freeze Machine
- 4 Coffee Pots
- 3 Warmer Bunn Coffee Maker
- Mop & bucket
- 2 Trash Cans
- Broom & Dust Pan

Novi PRCS Concession Revenue

| | 2010 | 2011 | 2012 | Season | Additional programming |
|-------------------------------------|--------------|--------------|--------------|----------------------------|---------------------------------------|
| Ella Mae Power Park | \$ 28,833.00 | \$ 34,889.00 | \$ 43,906.00 | April - October | Tournaments, special events & rentals |
| ITC Community Sport Park - Soccer | \$ 4,227.00 | \$ 5,531.00 | \$ 5,113.00 | April - June /Sept. - Oct. | Tournaments |
| ITC Community Sport Park - Baseball | \$ 17,645.00 | \$ 14,980.00 | \$ 14,717.00 | May - July | Tournaments |
| Lakeshore Park | \$ - | \$ - | \$ - | Memorial Day - Labor Day | Rentals, special events & beach users |
| Total | \$ 50,705.00 | \$ 55,400.00 | \$ 63,736.00 | | |

SCHEDULE B

A. Insurance Requirements

The vendor will not commence work, nor will the City of Novi sign a contract, until vendor has obtained and delivered to the City of Novi the certificate of insurance required under this contract. All insurance carriers must be acceptable to the City of Novi and licensed and admitted to do business in the State of Michigan.

A new certificate of insurance will be provided to the City of Novi at the time of policy renewal any time during the entire length of the contract.

1. Coverage: The Vendor 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. Deductibles: The Vendor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
3. Insured: All policies shall name the Vendor as the insured.
4. Cancellation Notice: All policies shall include the following language: "Should any of the above policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named on this certificate; alternately, contractor may agree to provide notice of such cancellation or reduction".
5. Additional Insured: All policies include the following language "The City of Novi, their officers, agents, employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are added as additional insured." Certificates of Insurance evidencing such coverage shall be submitted to Purchasing Manager, City of Novi, 45175 W. Ten Mile Rd., Novi, MI 48375 prior to commencement of performance under this Contract and at least 15 days prior to the expiration dates of expiring policies.

6. If any work is sublet in connection with this Contract, the Vendor 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 Vendor 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 of Novi has the authority to vary from the specified limits as deemed necessary.
9. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City of Novi render inadequate insurance limits, the Vendor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Vendor'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.
10. Hold harmless/Indemnity
 - a. The Vendor agrees to save harmless and defend the City of Novi against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the City of Novi may suffer as a result of claims, demands, costs, or judgments against it arising from , out of or in consequence of the performance of this agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, it's officers, agents, or employees.
 - b. The Vendor agrees that is it its responsibility and not the responsibility of the City of Novi to safeguard the property and materials used in performing this contract. Further, the Vendor agrees to hold the City of Novi harmless for any loss of such property and materials used pursuant to the Vendors performance under this contract.
 - c. The Vendor shall not discriminate against any employee, or applicant for employment who is qualified to perform the work required in the execution of this contract because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Vendor 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.

Novi, MI

Ella Mae Power Park



Coach's LLC: Owner Jon Price

Access Rd



Map Produced Using the
City of Novi, Michigan
Internet Mapping Portal



Author: Scott A. Pratt
Date: 4/12/2013

0 90 180 360
Feet

1 inch = 188 feet

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor or as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

This map was produced under the terms of the City's Internet Site Use Policy, available at <http://cityofnovi.org/Resource/SiteUsePolicy.asp>

Novi, MI
Lakeshore Park



Map Produced Using the
City of Novi, Michigan
Internet Mapping Portal



Author: Scott A. Pratt
Date: 4/11/2013



1 inch = 94 feet

MAP INTERPRETATION NOTICE

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