



CITY of NOVI CITY COUNCIL

Agenda Item R
August 12, 2013

SUBJECT: Approval to award bid for ball field fencing replacement and repair at ITC Community Sports Park and Ella Mae Power Park to RMD Holdings, Ltd. d/b/a Nationwide Construction Corporation, in the amount of \$25,908.

SUBMITTING DEPARTMENT: Parks Recreation and Cultural Services

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$25,908
AMOUNT BUDGETED	\$52,500
APPROPRIATION REQUIRED	\$0
LINE ITEM NUMBER	208-691.00-974.093

BACKGROUND INFORMATION: City Council approved the replacement and repair of fencing at ITC Community Sports Park and Ella Mae Power Park in the FY 2012-13 budget to replace and repair broken fencing hardware and bent metal fabric. The project will address outfield and/or back stop fencing maintenance concerns on a total of 10 ball fields.

The Original fencing installed at ITC Community Sports Park and on fields 5-6 at Power Park is in disrepair and is no longer functional. Both of these facilities continue to provide recreational opportunities, such as baseball, softball, cricket, football and soccer for both youth and adults. Today, both facilities host 20-24 tournaments annually, in addition to numerous internal and community programs. Each of these events creates a great economic benefit to the surrounding business in the community.

After repairs are completed will enhance safety and aesthetics at each facility, and reduce maintenance and annual repair costs. Once repairs are complete, user groups will be provided with a greater level of service through the programs and administered by the Parks, Recreation and Cultural Services team.

Two (2) bids were received and opened on Wednesday July 10, 2013 following a public bid solicitation period. The lowest bidder is RMD Holdings, Ltd. d/b/a Nationwide Construction Corporation. Although the lowest bidder has not provided fencing repair services for the City in the past, the references provided support a recommendation for award. Nationwide Construction Corporation's bid is recommended as being in the best interest of the City, as it is responsive (i.e. the contractor has complied with all requirements of the bidding instructions), and it is the lowest price. A summary of the 2 bids are as follows:

Contractor	Bid Price
Nationwide Construction Corporation	\$25,908
Motor City Fence Company	\$26,295

The repair and replacement of fencing is scheduled to begin in late summer and will be substantially complete by early fall.

RECOMMENDED ACTION: Approval to award bid for ball field fencing replacement and repair at ITC Community Sports Park and Ella Mae Power Park to RMD Holdings, Ltd. d/b/a Nationwide Construction Corporation, in the amount of \$25,908.

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

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



CITY OF NOVI
BALL FIELD FENCING REPLACEMENT AND REPAIR
SPECIFICATIONS

GENERAL SCOPE

The City intends to select a contractor to replace existing fencing on ball fields, provide some repair to posts, and some fence line adjustments according to specifications. Existing fence which is removed by the contractor is the property of the City of Novi and will be disposed of by the City.

MANDATORY PRE-BID MEETING

Specific locations of replacement and repair will be marked at the pre-bid meeting site visit and the contractor will be responsible for taking actual measurements at that time.

TIMELINE

All field work and necessary inspections must be completed by September 30, 2013. Payment will be contingent upon complete installation and final inspection and approval of the work by the Parks & Forestry Asset Manager or his designee.

PROJECT LOCATIONS

All Measurements are approximate. It is the contractor's responsibility to obtain accurate measurements on which to bid. Maps showing field locations within the parks are included as part of this document.

A. Ella Mae Power Park, 45175 Ten Mile Rd., Novi MI. 48375

Field #5

30 Ln' 144" 6 GA. Galvanized (2" Mesh) KK Chain Link Fabric
 1 5/8" SCH 40 Domestic Weight Pipe Post & Hardware for bottom rail
 96" 9 GA. Galvanized (2"Mesh) KK Chain Link Fabric

Field #6

30 Ln' 144" 6 GA. Galvanized (2" Mesh) KK Chain Link Fabric
 1 5/8" SCH 40 Domestic Weight Pipe Post & Hardware for bottom rail
 96" 9 GA. Galvanized (2"Mesh) KK Chain Link Fabric

Project also includes approximately 20 posts (on these two fields) that need to be pounded in and fence line which needs to be adjusted.

B. ITC Community Sports Park, 51000 Eight Mile Rd., Northville, MI 48167

Field #1

110 Ln' 1 5/8" SCH 40 Domestic Weight Pipe Post & Hardware for bottom rail
110 Ln' 96" 9 GA. Galvanized (2"Mesh) KK Chain Link Fabric
30 Ln' 144" 6 GA. Galvanized (2" Mesh) KK Chain Link Fabric

Field #2

110 Ln' 1 5/8" SCH 40 Domestic Weight Pipe Post & Hardware for bottom rail
110 Ln' 96" 9 GA. Galvanized (2"Mesh) KK Chain Link Fabric
30 Ln' 144" 6 GA. Galvanized (2" Mesh) KK Chain Link Fabric

Field #3

110 Ln' 1 5/8" SCH 40 Domestic Weight Pipe Post & Hardware for bottom rail
110 Ln' 96" 9 GA. Galvanized (2"Mesh) KK Chain Link Fabric
30 Ln' 144" 6 GA. Galvanized (2" Mesh) KK Chain Link Fabric
1 2 7/8" x 11' SCH 40 Weight Pipe Post

Field #4

110 Ln' 1 5/8" SCH 40 Domestic Weight Pipe Post & Hardware for bottom rail
110 Ln' 96" 9 GA. Galvanized (2"Mesh) KK Chain Link Fabric
30 Ln' 144" 6 GA. Galvanized (2" Mesh) KK Chain Link Fabric
1 2 7/8" x 11' SCH 40 Domestic Weight Pipe Post

Field #5

110 Ln' 1 5/8" SCH 40 Domestic Weight Pipe Post & Hardware for bottom rail
110 Ln' 96" 9 GA. Galvanized (2"Mesh) KK Chain Link Fabric
30 Ln' 144" 6 GA. Galvanized (2" Mesh) KK Chain Link Fabric

Field #6

110 Ln' 1 5/8" SCH 40 Domestic Weight Pipe Post & Hardware for bottom rail
110 Ln' 96" 9 GA. Galvanized (2"Mesh) KK Chain Link Fabric
30 Ln' 192" 6 GA. Galvanized (2" Mesh) KK Chain Link Fabric

Field #7

110 Ln' 1 5/8" SCH 40 Domestic Weight Pipe Post & Hardware for bottom rail
110 Ln' 96" 9 GA. Galvanized (2"Mesh) KK Chain Link Fabric
30 Ln' 192" 6 GA. Galvanized (2" Mesh) KK Chain Link Fabric

Field #8

110 Ln' 1 5/8" SCH 40 Domestic Weight Pipe Post & Hardware for bottom rail
110 Ln' 96" 9 GA. Galvanized (2"Mesh) KK Chain Link Fabric
30 Ln' 144" 6 GA. Galvanized (2" Mesh) KK Chain Link Fabric
30 Ln' 72" 9 GA. Galvanized (2" Mesh) KK Chain Link Fabric- top backstop section



**CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A**

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

Copy



cityofnovi.org

CITY OF NOVI

BALL FIELD FENCING REPLACEMENT AND REPAIR

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. Ella Mae Power Park \$ 7,515.00 Lump Sum

B. ITC Community Sports Park \$ 18,393.00 Lump Sum

Completion Date: 24 Calendar Days

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

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

No Exceptions

COMMENTS: N/A

REFERENCES: Please provide at least three client (3) references for projects of similar scope done in the last 3 years.

Company Troy School District
Address 1140 Rankin, Troy, MI 48083
Phone (248) 823-4027 Contact name Kenneth Miller

Company Pinckney Community Schools/George W. Auch Company
Address 735 S. Paddock St., Pontiac, MI 48341
Phone (248) 334-2000 Contact name Bret Yuhasz

Company Michigan Dept of Technology, Mgmt & Budget
Address 111 South Capital Avenue, Lansing, MI 48933
Phone (517) 373-6489 Contact name Jim Reverman

THIS BID SUBMITTED BY:

Company (Legal Registration) RMD Holdings, Ltd. d/b/a Nationwide Construction Group
Address 53861 Gratiot
City Chesterfield State MI Zip 48051
Telephone (586) 749-6900 Fax (586) 749-6909

Agent's Name Robert DeMil

Agent's Title President

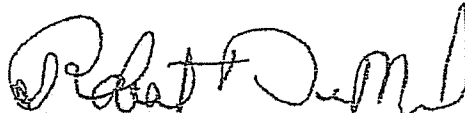
Signature 

E-mail mmitchell@nationwidecos.com

Date July 10, 2013

CORPORATE CERTIFICATE

I, Robert DeMil,
certify that I am the Secretary of the Corporation named as Contractor in the foregoing
instrument, that I, Robert DeMil
who signed the instrument on behalf of the Contractor was then President & Secretary
of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by
Authority of its governing body, and is within the scope of its corporate power.



CORPORATE SEAL

RMD Holdings, Ltd. d/b/a Nationwide Construction Group is incorporated in the State of Michigan

Robert Demil	President	53861 Gratiot Avenue Chesterfield, Mi 48051
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Robert Demil	Secretary	53861 Gratiot Avenue Chesterfield, Mi 48051
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Robert Demil	Treasurer	53861 Gratiot Avenue Chesterfield, Mi 48051
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CITY OF NOVI

BALL FIELD FENCING REPLACEMENT AND REPAIR

ADDENDUM #1

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

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

CONTENTS: Included in this Addendum are two (2) pages of written addenda description plus one page consisting of the pre-bid sign-in sheet.

CLARIFICATIONS:

1. Infield materials should be left on field for City to respread.
2. The mandatory pre-bid meeting attendance requirement is waived for South Lyon Fence. They will be permitted to submit a bid without attending the pre-bid meeting.
3. The Contractor will be responsible for disposing of all removed fencing & debris generated by the work.

QUESTIONS:

1. Can another fence material be substituted for the galvanized fence?
Answer: We will allow aluminized chain link fabric for the 16 foot high fencing only. Please identify if you are making this substitution in the Comments section of the bid form.
2. Who is removing the post anchors?
Answer: The City will remove anchors prior to contractor beginning the work.

QUANTITY REVISIONS & ADDITIONS:

A. Ella Mae Power Park, 45175 Ten Mile Rd., Novi, MI 48375

Field #5 (Revised quantities to be used for Lump Sum price)

30 Ln'	144" 6 GA. Galvanized (2" Mesh) KK Chain Link Fabric
110 Ln'	96" 9 GA. Galvanized (2" Mesh) KK Chain Link Fabric
110 Ln'	1 5/8" SCH 40 Domestic Weight Pipe Post & Hardware for Bottom Rail
295 Ln'	72" 9 GA. Galvanized (2" Mesh) KK Chain Link Fabric

Field #6 (Revised quantities to be used for Lump Sum price)

30 Ln' 144" 6 GA. Galvanized (2" Mesh) KK Chain Link Fabric
110 Ln' 96" 9 GA. Galvanized (2" Mesh) KK Chain Link Fabric
110 Ln' 1 5/8" SCH 40 Domestic Weight Pipe Post & Hardware for Bottom Rail
250 Ln' 72" 9 GA. Galvanized (2" Mesh) KK Chain Link Fabric

34 posts (on these two fields) need to be pounded in and fence line needs to be adjusted

B. ITC Community Sports Park, 51000 Eight Mile Rd., Northville, MI 48167

Field #2 (Additional Quantities to be included in Lump Sum Price)

70 Ln' 96" 9 GA. Galvanized (2" Mesh) KK Chain Link Fabric
1 2 7/8 x 11' SCH 40 Domestic Weight Pipe Post (terminal post)
1 Reset Gate Post (Gate post along left field fence line)

6 posts need height adjustment when new fence fabric is installed (behind third base dugout)

Field #3 (Additional Quantities to be included in Lump Sum Price)

1 2 3/8 9' SCH 40 Domestic Weight Pipe Post (line post)

Field #6 (Additional Quantities to be included in Lump Sum Price)

1 2 7/8 x 11' SCH 40 Domestic Weight Pipe Post (terminal post)

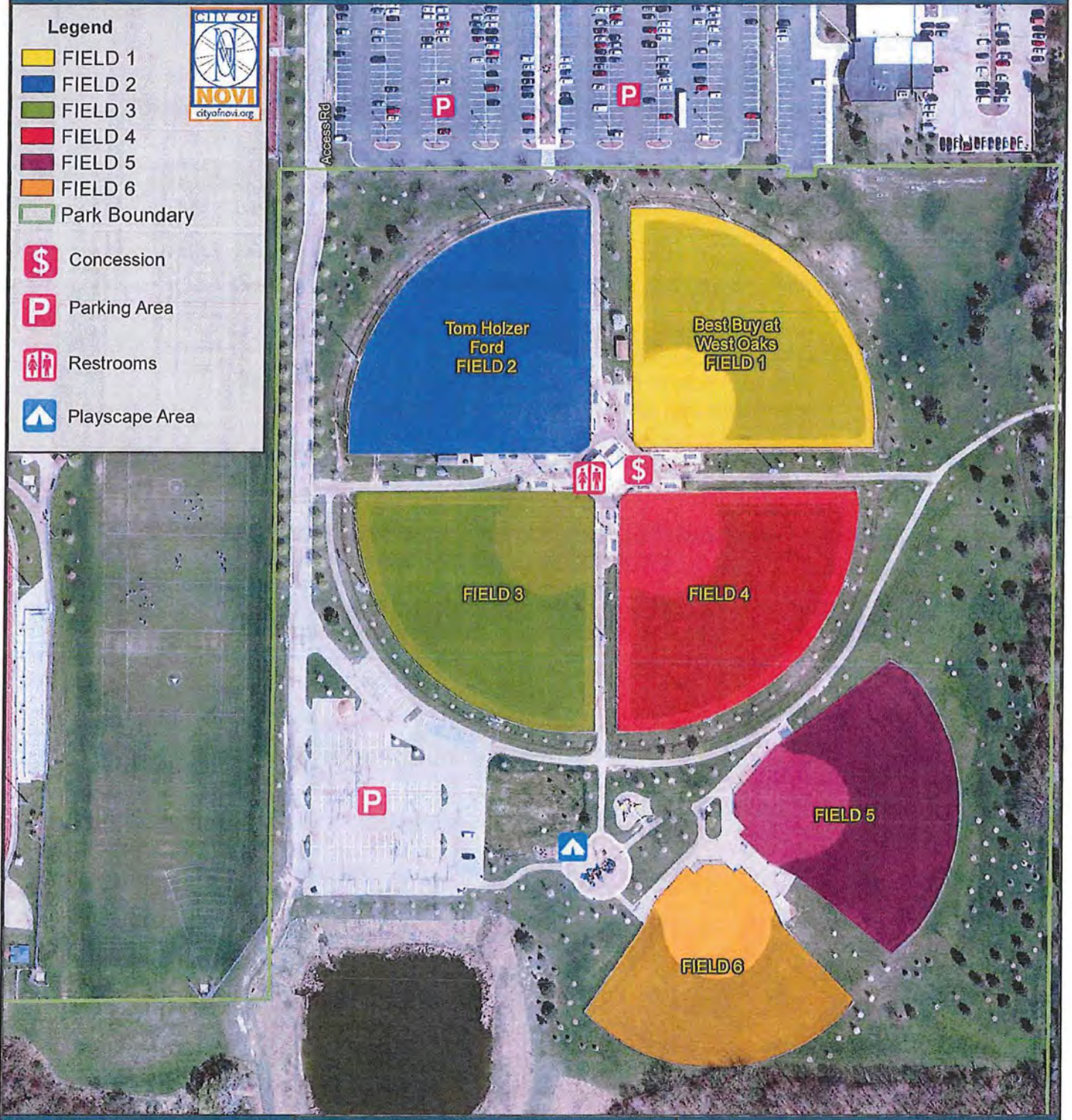
Sue Morianti
Purchasing Manager

Notice dated: June 26, 2013

ELLA MAE POWER PARK RECREATION FACILITIES

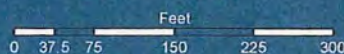
Legend

- FIELD 1
- FIELD 2
- FIELD 3
- FIELD 4
- FIELD 5
- FIELD 6
- Park Boundary
- \$ Concession
- P Parking Area
- ♂ ♀ Restrooms
- ▲ Playscape Area



CITY OF NOVI

DEPARTMENT OF INFORMATION TECHNOLOGY
 NOVI CITY HALL/CIVIC CENTER
 45175 W TEN MILE ROAD
 NOVI, MI 48375-3024
 (248) 347-0400
 CITYOFNOVI.ORG
 MAP AUTHOR: KIM WOLOSIEWICZ
 GIS DATA CONVERSION TECHNICIAN



1 inch = 167 feet

MAP PRINT DATE: 4/1/2013

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 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.

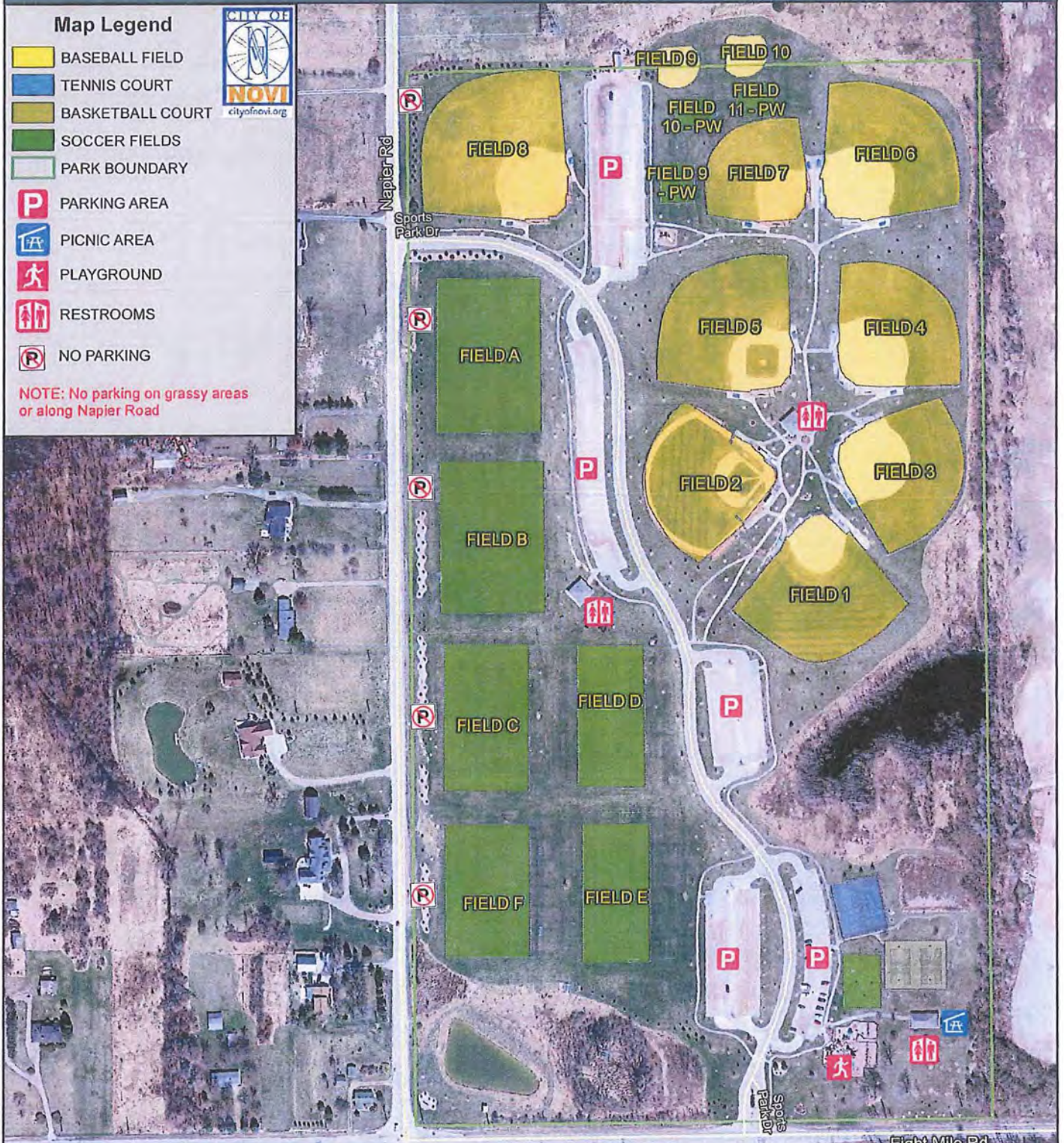
ITC COMMUNITY SPORTS PARK FACILITY AND ACTIVITY AREAS

Map Legend

-  BASEBALL FIELD
-  TENNIS COURT
-  BASKETBALL COURT
-  SOCCER FIELDS
-  PARK BOUNDARY
-  PARKING AREA
-  PICNIC AREA
-  PLAYGROUND
-  RESTROOMS
-  NO PARKING



NOTE: No parking on grassy areas or along Napier Road



CITY OF NOVI

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0 100 200 400 600

FEET

1 INCH = 300 FEET

MAP PRINT DATE: 4/1/2013

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