

CITY of NOVI CITY COUNCIL

Agenda Item C
February 25, 2013

SUBJECT: Approval to award a contract in the amount of \$41,850 to Envision Builders, Inc, the low bidder, for the construction of a mezzanine lift at the Field Services Complex.

SUBMITTING DEPARTMENT: Department of Public Services *RH*

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$41,850
AMOUNT BUDGETED	\$35,000
APPROPRIATION REQUIRED	\$6,850 (To be included in 3rd Quarter Budget Amendment)
LINE ITEM NUMBER	101-442.00-976.000 Building improvements

BACKGROUND INFORMATION:

The FY 12/13 budget includes a project to purchase and install a mechanical lift to provide ADA-compliant access to the mezzanine at the Field Services Complex. The lift will allow access to the under-utilized space in the mezzanine area, which encompasses approximately 4,076 square feet.

The scope of this project includes construction of masonry walls to serve as a shaft, rerouting of existing HVAC and electrical systems, and installation of a concrete pad on which the lift will be installed.

The addition of an ADA compliant lift will allow staff the ability to safely move large parts up and down from the parts storage area of the mezzanine, and will provide required access needed for the future potential build-out and renovation of the mezzanine.

Five bids were received and opened on February 7, 2013 following a public bid solicitation period. Although bids were higher than budgeted, savings in other DPS accounts would cover the cost variance and be included in the 3rd Quarter Budget Amendment.

A summary of the five bids is as follows:

Bidder	Bid Price
Envision Builders, Inc.	\$41,850
R.L. Sheridan	\$49,990
Axiom Construction	\$54,000
Evangelista Corporation	\$56,400
Heritage Contracting	\$66,900

Envision Builders, Inc. bid is recommended for award as the lowest responsive bidder. Envision Builders completed the construction of the Ella Mae Power Park Concession facility project in 2009.

The work will be completed within 90 days following issuance of a notice to proceed.

RECOMMENDED ACTION: Approval to award a contract in the amount of \$41,850 to Envision Builders, Inc., the low bidder, for the construction of a mezzanine lift at the Field Services Complex.

	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
Field Services Complex Lift Addition
Bid Tabulation
February 7, 2013 2:00 p.m.

Company	Q & E	Bid Bond	Addendum	Base Bid Contract Sum
Envision Builders	Y	Y	Y	\$ 41,850.00
R.L. Sheridan	Y	Y	Y	\$ 49,990.00
Axiom Construction	Y	Y	Y	\$ 54,000.00
Evangelista Corporation	Y	Y	Y	\$ 56,400.00
Heritage Contracting	Y	Y	Y	\$ 66,900.00

BID
for
Novi Field Services Complex
Lift Addition

Bid of ENVISION BUILDERS INC hereinafter called Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business as A CORPORATION *.

Insert as applicable: "a corporation", "a partnership" or "an individual".

TO THE CITY OF NOVI, MICHIGAN, hereinafter called OWNER:

The undersigned as Bidder hereby declares: that this Bid is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that the Bidder has read and examined the Advertisement for Bids, Instructions to Bidders, Bid, General Conditions, Supplementary Conditions, Agreement, Forms of Bond, Specifications and Drawings, as prepared by the ENGINEER, and understands all of the same; that the Bidder of its representative has made personal investigation at the site and has become fully familiar with regard to the conditions to be met in the execution of this Contract, and the undersigned proposes to furnish all labor, materials, tools, power, transportation, and construction equipment necessary for the construction of the Project and performing related work in full accordance with the aforesaid Contract Documents, including any and all Addenda officially issued, their receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
<u>1</u>	<u>2/4/13</u>
_____	_____
_____	_____

The Contract will be awarded to the lowest responsive, responsible Bidder based on the unit prices for all Work specified.

The Base Proposal Contract Sum is: FOURTY ONE THOUSAND EIGHT HUNDRED FIFTY Dollars (\$ 41,850).

TIME OF COMPLETION

The undersigned agrees to complete the total work within 90 consecutive calendar days after the date of the notice of commencement.

CHANGES IN THE WORK

For authorized changes in the work involving additions to or deductions from the contract price, the bidder agrees to perform or delete such authorized work at net cost to him plus the following percentages of net costs. Percentages shall include all changes for supervision, overhead, and profit. Net costs shall be considered to be all direct costs.



For work not under subcontract:

Involving Additions

15 Percent

Involving Deductions

15 Percent

For work under subcontract:

Involving Additions

10 Percent

Involving Deductions

10 Percent

ADDENDA

If any addenda to the documents have been received during the bidding period, the bidder shall fill in their number and dates which acknowledges his having received the same and included them in this proposal.

Addendum No.: 1 Dated: 2/4/13

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

If the foregoing Bid shall be accepted by the OWNER, the undersigned agrees to enter into the attached form of Agreement within ten (10) days after receiving notice of such acceptance, will furnish the OWNER satisfactory bonds and certificates of insurance coverage, and will complete the Project, at the price and within the time stated in this Bid.

The undersigned further agrees that if the foregoing Bid shall be accepted, work will commence immediately after the Contract has been awarded, the Agreement executed, and a Notice to Proceed received.

The undersigned attaches hereto its Bid security, as required by the Advertisement for Bids and Instructions to Bidders. The undersigned agrees that in case it shall fail to fulfill its obligations under the foregoing Bid, and/or shall fail to furnish bonds, as specified, the OWNER may, at its option determine that the undersigned has abandoned its rights and interests in such Contract and that its Bid security accompanying its Bid; has been forfeited to the said OWNER, but otherwise the Bid security shall be returned to the undersigned upon the execution of the Contract and the acceptance of the bonds.

The undersigned also agrees that for each and every calendar day that he may be in default of Substantial Completion of the Work, within the time specified in this Bid, the OWNER will suffer a damage of two hundred dollars (\$200.00) per day, and said OWNER shall be compensated therefore at the rate as liquidated damages in accordance with the Agreement.

In submitting this Bid, it is understood that the right is reserved by the OWNER to accept any bid, to reject any or all Bids, and to waive irregularities in bidding in the interest of the OWNER.



SUBMITTED on 2/7/13
Date*

28036 OAKLAND OAKS CT
Street*

Wixom, MI 48393
City, State, ZIP*

248 305 8181
Telephone Number*

248 305 8183
Facsimile Number*

BY: Emission Builders Inc
Name of Bidder*

[Signature]
Signature

HARVEY OLIVER PRES
Name and Title of Signatory*

*Typed or printed in ink.



BIDDER'S QUALIFICATION AND EXPERIENCE STATEMENT

The OWNER will require supporting evidence regarding Bidder's Qualifications and competency. The Bidder will be required to furnish all of the applicable information listed below, which must be submitted with the sealed Bid at the time of Bid Opening. The Qualifications and Experience Statement must be typewritten and signed in ink.

QUALIFICATIONS AND EXPERIENCE STATEMENT

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted to: City of Novi

Address: 45175 West 10 Mile Road, Novi, Mi. 48375

Submitted by: Envision Builders, Inc.

Name: Harold Oliver

Address: 28036 Oakland Oaks Ct.

City, State, ZIP Wixom, MI. 48393

Telephone Number: 248.305.8181 Fax Number: 248.305.8183

Principal Office: Wixom

Corporation: Envision Builders, Inc. Joint Venture: _____

Partnership: _____ Other: _____

Individual: _____

Name of Project: City of Novi Field Complex Lift Addition

Type of Work (file separate form for each classification of work):

General: Envision Builders, Inc. Plumbing: _____

HVAC: _____ Electrical: _____

Other: _____ (Please Specify)



CITY OF NOVI

Organization

How many years has your organization been in business as a CONTRACTOR?

27 Years

How many years has your organization been in business under its present business name?

27 Years

Under what other business names has your organization operated?

If your organization is a corporation, answer the following:

Date of Incorporation: 7/1986

State of Incorporation: Michigan

President's Name: Harold Oliver

Vice President's Name: Same

Secretary's Name: Same

Treasurer's Name: Same

If your organization is a partnership, answer the following:

Date of Organization: _____

Type of Partnership: _____

Names of General Partners: _____

If your organization is individually owned, answer the following:

Date of Organization: _____

Name of OWNER: _____

If the form of your organization is other than those listed above, describe it and name the principals:

Licensing

List jurisdictional and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable:

Michigan Builders License # 2102089479 Exp 5/31/14

List jurisdiction in which your organization's partnership or trade name is filed:

State of Michigan

Experience

List the categories of work that your organization normally performs with its own forces:

Demolition, General Trades

On a separate sheet, list major construction projects your organization has in progress. List the name of project, owner, architect/engineer, contract amount, percent complete, and scheduled completion date.

On a separate sheet, list the major construction projects your organization has completed in the past five (5) years. List the name of the project, owner, architect/engineer, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.

On a separate sheet, list the construction experience and present commitments of the key individuals of your organization who would be employed in the Work.

Claims and Suits

If the answer to any of the questions below is yes, please attach details.

Has your organizations ever failed to complete any work awarded to it? No _____

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers? No _____

References

Entity	Contact Name	Phone
<i>Trade References</i>		
1. TMP Architecture	Bill Weinrauch	248.338.4561
2. Kohler Architects	George O'Dell	734.242.6880
3. FES, LLC	Joe Droze	248.344.2800
<i>Bank References</i>		
1. PNC Bank	Jane Sutterfield	517-548-0315
2.		
3.		
<i>Surety</i>		


Name of Bonding Company: Construction Bonding Specialists, LLC,

Name of Bonding Agent: Barry Berman

Address of Bonding Agent: 29445 Beck Road Suite A-209 Wixom, Mi. 48393

SUBMITTED on 2/6/13
Date*

BY: ENVISION BUILDERS INC
Name of Bidder*


Signature

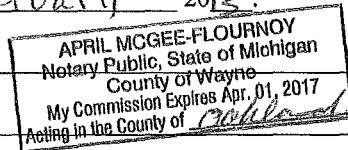
HAROLD OLIVER PRESIDENT
Name and Title of Signatory

HAROLD OLIVER being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 6 day of February 2013.

Notary Public: April McGee-Fournoy

My Commission Expires: 4/1/2017



IF THIS INFORMATION IS NOT SUBMITTED WITH THE SEALED BID AT THE TIME OF BID, THE BID WILL BE CONSIDERED INCOMPLETE.



28036 Oakland Oaks Court / Wixom, MI 48393
Phone: 248-305-8181 / Fax: 248-305-8183
CONSTRUCTION SERVICES / www.envisionbuilders.net

References

Project: *Ella May Power Park Concessions Building*

Owner: City of Novi

Architect: Integrated Design Solutions, LLC. Michael DepPup

Phone: 248.823.2124

Completed: 2009

Contract Amount: \$372,500

Percentage of Own Work Forces Used: 40%

Scope: Demolition and Construction of concessions building from site work to building commissioning.

Project: *Historical Freighthouse Restoration Phase 1 and 2*

Owner: M-DOT

Architect: The JDI Group and OHM Lee Mamola

Phone: 734.522.6711

Completed: 2010 - 2011

Contract Amount: Phase 1 \$295,965 Phase 2 124,710

Percentage of Own Work Forces Used: 40%

Scope: Historical restoration to existing Ypsilanti Friegthouse Phases 1 and 2. Work including site work, integrated structural column and foundation reinforcements, new roof and exterior deck plat form.

Project: *ADA/Code Modifications to Rose Township Office*

Owner: Rose Township

Architect: Redstone Architects, Alfred Gittleman

Phone: 248.351.0770

Completed: 2011

Contract Amount: \$113,740

Percentage of Own Work Forces Used: 55%

Scope: ADA upgrades to the existing Rose Township Offices consisting of, installation of New ADA Lift and construction of Elevator Shaft with all associated trades.

Project: *Romulus Pavilion*

Owner: City of Romulus

Architect: OHM Marcus McNamara

Phone: 734.522.6711

Completed: 2011

Contract Amount: \$145,733

Percentage of Own Work Forces Used: 30%

Scope: Construction of a wood pavilion structure, including foundation design, erection of Unit Structures wood pavilion, flat work and electrical



28036 Oakland Oaks Court / Wixom, MI 48393

Phone: 248-305-8181 / Fax: 248-305-8183

CONSTRUCTION SERVICES / www.envisionbuilders.net

Project: Arborwood Elementary Main Office Renovations

Owner: Monroe Public Schools

Architect: Kohler Architects, George O'Dell

Phone: 734.242.6880

Completed: 2012

Contract Amount: \$105,000

Percentage of Own Work Forces Used: 70%

Scope: Office renovations consisting of, rough and finish carpentry, openings, flooring, painting, acoustical ceilings, plumbing, mechanical and electrical

Project: Kitchen Upgrades at John Glenn High School and Stevenson Middle School

Owner: Wayne Westland Community Schools

Architect: TMP Architecture Bill Weinrauch

Phone: 248.338.4561

Completed: 2012

Contract Amount: \$195,000

Percentage of Own Work Forces Used: 35%

Scope: Kitchen upgrades at both school locations consisting of, new kitchen equipment installation, flooring, ceilings, electrical and plumbing

Project: Michigan State Police Training Academy Classroom and Restroom Modifications

Owner: State of Michigan

Architect: Orion Engineering, Ray Joslin

Phone: 517.782.7777

Completed: 2012

Contract Amount: \$168,600

Percentage of Own Work Forces Used: 55%

Scope: Classroom and Restroom modifications consisting of, rough and finish carpentry, openings, flooring, painting, acoustical ceilings, bathroom accessories, plumbing, mechanical and electrical

Project: MCRC West District Storage Facility

Owner: Monroe County Road Commission

Architect: The Collaborative, Audie Bates

Phone: 419.242.7405

Completed: 2012

Contract Amount: \$197,600

Percentage of Own Work Forces Used: 20%

Scope: Construction of new pre-engineered steel building, foundations and slab-on-grade floor.



28036 Oakland Oaks Court / Wixom, MI 48393

Phone: 248-305-8181 / Fax: 248-305-8183

CONSTRUCTION SERVICES / www.envisionbuilders.net

Envision Builders, Inc.

Envision Builders, Inc. started in 1986 with continuous operations since.

Project Contacts

Harold Oliver, RA

Lawrence Technological University Architecture 1980

Licensed 1985

Over 30 years of continues experience

Travis Oliver

Lawrence Technological University Construction Management 2006

10 years of construction related experience

Matt Callanan, EIT

Lawrence Technological University Dual Degree in Architecture and Civil Engineering

2011

6 years of construction related Experience

PROJECT MANUAL



**City of Novi –
Novi Field Services Complex
Lift Addition**

January 14, 2013

cityofnovi.org

Project Owner:

City of Novi
Department of Public Services
Engineering Division
26300 Lee Begole Drive
Novi, Michigan 48375
(248) 347-0454

Design Engineer:

Orchard, Hiltz & McCliment, Inc.
34000 Plymouth Road
Livonia, Michigan 48150
(734) 522-6711

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ADVERTISEMENT FOR BIDS

**Novi Field Services Complex
Lift Addition**

CITY OF NOVI, MICHIGAN

The City of Novi, the OWNER, will receive sealed Bids for the Novi Field Services Complex – Lift Addition project at the City of Novi, Office of the City Clerk, 45175 West Ten Mile Road, Novi, Michigan 48375, until **Thursday, February 7, 2013, at 2:00 P.M.** local time. No Bids will be received after that time. Bids will be publicly opened and read aloud at that time and place.

This project consists of a lift addition at the Field Services Complex.

The project will be financed with local funds.

Digital copies of the plans and specifications may be obtained from WWW.MITN.INFO **beginning on Thursday, January 17, 2013 at 1:00 P.M.** The bidder is responsible for monitoring WWW.MITN.INFO for posted addenda.

Bid Security in the amount, form, and subject to the conditions provided in the Instructions to Bidders must be submitted with each Bid.

Bids may not be withdrawn for a period of 120 days after the actual date of opening thereof. This time period may be extended by mutual agreement of the OWNER and any Bidder or Bidders.

A voluntary pre-bid conference is scheduled to be held at the site on **Thursday, January 24, 2013 at 10:00 a.m.** Although this conference is not mandatory, attendance is highly encouraged. No additional funds will be granted to the successful contractor because of unfamiliarity with the site. Access to the interior of the building during the bidding period will only be granted during the pre-bid conference.

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.

The City expects to award a contract to the successful bidder by Monday, February 25, 2013.

City of Novi,
Sue Morianti, Purchasing Manager



INSTRUCTIONS TO BIDDERS

DEFINED TERMS

Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and the Supplementary Conditions.

COPIES OF BIDDING DOCUMENTS

Digital copies of the plans and specifications may be obtained from WWW.MITN.INFO **beginning on Thursday, January 17, 2013 at 1:00 P.M.** Complete sets of Bidding Documents must be used in preparing Bids; neither the OWNER nor ENGINEER assumes any responsibility for errors or misinterpretation resulting from the use of incomplete sets of Bidding Documents. OWNER and ENGINEER, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

QUALIFICATIONS OF BIDDER

To demonstrate Bidder's qualifications to perform the Work, the OWNER requires the Bidder to furnish all of the applicable information on the enclosed Bidder's Qualification and Experience Statement. The aforementioned statement must be submitted with the sealed Bid at the time of the Bid Opening.

ADVERTISEMENT

The published Advertisement for Bids for the proposed work contains information necessary to Bidders. A copy of the Advertisement for Bids is attached hereto and is to be considered a part of the Instructions to Bidders as fully as if repeated herein.

EXAMINATION OF THE CONTRACT DOCUMENTS

Before submitting a Bid, each Bidder should:

- a. Examine the Contract Documents (including any Addenda and the other related data identified in the Bidding Documents) thoroughly;
- b. Visit the site to become familiar with local conditions that may in any manner affect performance of the Work;
- c. Become familiar with Federal, State, and local laws, ordinances, rules and regulations affecting performance of the work; and
- d. Carefully correlate his observations with the requirements of the Contract Documents.

Where information concerning existing conditions, including subsurface conditions, is provided in the Contract Documents, such information is provided for the convenience of the Bidder and not as a guarantee of conditions. The Bidder shall be satisfied as to the sufficiency and representativity of such data, and shall make all investigations necessary so that the Bid shall be based upon knowledge and estimation of conditions to be met. The Bidder shall make all the investigations necessary to become adequately informed regarding the availability of all facilities which will be required to perform the work.

Submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with all the requirements of this Section.



INTERPRETATION OF CONTRACT DOCUMENTS

All questions about the meaning or intent of the Contract Documents shall be submitted to the ENGINEER in writing. The bidder is responsible for monitoring WWW.MITN.INFO for posted addenda.

Questions received less than seven (7) days prior to the date of opening of Bids will not be answered. Only those questions that are answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

ADDENDA

Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed by OWNER or ENGINEER. Any addenda issued during the time of bidding or forming a part of the Contract Documents shall be included in the Bid and shall be made a part of the Contract Documents. Receipt of each Addendum shall be acknowledged in the Bid.

BID SECURITY

A Bid must be accompanied by Bid security made payable to OWNER 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 and 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 120 days after the Bid opening. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

CONTRACT TIME

The number of days allowed for the Completion of Work (the Contract Time) is set forth in the Bid and will be included in the executed Agreement. Any provisions for liquidated damages are set forth in the Contract Documents.

SUBSTITUTE AND "OR EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or equal" items. Whenever materials or equipment are specified or described in the Bidding Documents by using the name of one or more Suppliers, the Bid shall be based on providing the materials or equipment of one of the Suppliers named. Whenever it is specified or described in the Bidding Documents that a substitute or an "or equal" item of material may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement.



SUBCONTRACTOR, SUPPLIERS AND OTHERS

The Bidder to whom an Award is made will not be entitled to additional compensation or extension of Contract Time by reason of failure to fully understand all Subcontractor or Supplier quotations.

The Bidder is responsible for all coordination between Subcontractors and Suppliers during bidding and construction so that work is completed for the Contract Price and within the Contract Time.

PREPARATION OF BID

The Bid form is included with the Bidding Documents. All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each unit price item listed therein, or the words “no Bid”, “No Change”, or “Not Applicable” entered. In case of discrepancy between the Total Amount Bid and the summation of the products of item quantity and unit price, unit prices shall govern.

Alterations to prices or amounts already entered on the Bid form are not acceptable.

The Bidder will provide the same unit price for items that exist in more than one location on the Bid Form. For analysis of bids, in the case of discrepancy, the lower unit price bid for the same item will be used to calculate total bid.

The Contract will be awarded based on the lowest total price for all divisions. Divisions will not be awarded separately.

The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.

Alternate Bids will not be considered unless expressly requested by the OWNER. Oral Bids will not be considered. A conditional Bid or conditions attached to Bids shall have no force or effect.

The unbound copy of the Bid form is to be completed and submitted with the Bid security and the Qualifications and Experience Statement.

A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in an opaque, sealed envelope, plainly marked with the Project title and name and address of the Bidder and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation “**BID ENCLOSED.**”

Bid forms with facsimile or other electronically transmitted signatures will not be considered.

REQUIREMENTS FOR SIGNING BIDS

A Bid that has not been signed by the individual authorized to do so shall have attached thereto a Power of Attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.



Bids that are signed by a partnership shall be signed by all of the partners or by an Attorney-in-Fact. If signed by an Attorney-in-Fact, there shall be attached to the Bid a Power of Attorney evidencing authority to sign the Bid, executed by the partners.

Bids that are signed for a corporation shall have the correct corporate name thereof and the signatures of the president or other authorized officers of the corporation manually written below the corporate name following the word "By." If such a Bid is manually signed by an officer other than the president of the corporation, a certified resolution of the Board of Directors evidencing the authority of such official to sign the Bid shall be attached to it. Such a Bid shall also bear the attested signature of the secretary of the corporation and the impression of the corporate seal.

MODIFICATION OR WITHDRAWAL OF BIDS

Any Bidder may withdraw its Bid, either personally or by written request, at any time prior to the scheduled time for Bid Opening. If, within 24 hours after Bids are opened, any Bidder files a duly signed, written notice with OWNER and promptly thereafter demonstrated to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work. No withdrawal of a Bid shall be permitted on account of mistake or any other reason after the expiration of this 24 hour period.

OPENING OF BIDS

Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously nonresponsive, read aloud publicly. An abstract of the amounts of the Bids and alternates, if any, will be made available to Bidders after the opening of Bids.

AWARD OF CONTRACT

The OWNER reserves the right to accept any Bid or alternate 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 OWNER, in its sole discretion, to be in the best interests of the OWNER.

More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of the Bidder and the rejection of all Bids in which that Bidder has an interest.

Opening and reading the Bids shall not constitute the acceptance of a Bidder as qualified. The right is reserved by the OWNER to determine a Bidder's qualifications, either from the OWNER'S knowledge or from other sources.

Should the OWNER be unable to award the Contract within 90 calendar days following the opening of Bids, the OWNER reserves the right to award the Contract at a later date to the lowest qualified Bidder at its Bid price, providing said Bidder is willing to accept such award.

Award of the Contract may be contingent upon receipt of easement, permits from involved outside regulatory agencies, and commitment of funding to the Project by the OWNER. The OWNER reserves



the right to delay issuance of a Notice to Proceed or terminate the Contract pending acquisition of such easements and permits. The CONTRACTOR shall not be entitled to compensation or damages in the event of such termination.

The OWNER further reserves the right to require the CONTRACTOR to schedule work in such a manner as to remain outside of those areas for which easements have not been obtained until such time as easements are obtained. The OWNER further reserves the right to add or delete items of work or entire sections of work for any reason whatsoever, including but not limited to, budgetary constraints or the inability to obtain necessary construction easements.

INSURANCE

The successful Bidder will be required to carry insurance in the amounts and kinds specified in the General Conditions, as may be modified by the Supplementary Conditions. Such insurance must be issued by companies and in a form satisfactory to the OWNER. Certificates of such insurance must be attached to each copy of the executed Contract Documents. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled or materially changed unless at least thirty (30) days prior written notice has been given to the OWNER, as evidenced by return receipt or registered or certified mail.

BONDS

The successful Bidder will be required to furnish for each set of executed Contract Documents and conformed copies thereof, original conformed performance bond, payment bond and maintenance and guarantee bonds on the forms attached hereto a surety acceptable to the OWNER and meeting the requirements specified in the General Conditions, as may be modified by the Supplementary Conditions.

EXECUTION OF THE AGREEMENT

When the OWNER issues a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement bound into the Project Manual with the other Contract Documents. Within ten (10) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to the OWNER. Within ten (10) days thereafter, OWNER will deliver one fully signed counterpart to the Successful Bidder.

In case of failure to comply with this requirement, the Successful Bidder shall be considered to have abandoned all rights and interest in the Award and its Bond Security may be declared forfeited to the OWNER and the Contract may be awarded to another Bidder.

PERMITS

Per the General Conditions of the Contract, the General Contractor is responsible for obtaining, applying for any paying for, all permits associated with this project and required by any governmental body. However, fees for City required permits will be waived.



BIDDER'S QUALIFICATION AND EXPERIENCE STATEMENT

The OWNER will require supporting evidence regarding Bidder's Qualifications and competency. The Bidder will be required to furnish all of the applicable information listed below, which must be submitted with the sealed Bid at the time of Bid Opening. The Qualifications and Experience Statement must be typewritten and signed in ink.

A fill-in-the blank version of this form is available for your convenience on the City of Novi's website (www.cityofnovi.org) under Forms & Permits/Engineering.

QUALIFICATIONS AND EXPERIENCE STATEMENT

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted to: _____

Address: _____

Submitted by: _____

Name: _____

Address: _____

City, State, ZIP _____

Telephone Number: _____ Fax Number: _____

Principal Office: _____

Corporation: _____ Joint Venture: _____

Partnership: _____ Other: _____

Individual: _____

Name of Project: _____

Type of Work (file separate form for each classification of work):

Demolition: _____ Door & Window Installation: _____



Organization

How many years has your organization been in business as a CONTRACTOR?

How many years has your organization been in business under its present business name?

Under what other business names has your organization operated?

If your organization is a corporation, answer the following:

Date of Incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice President's Name: _____

Secretary's Name: _____

Treasurer's Name: _____

If your organization is a partnership, answer the following:

Date of Organization: _____

Type of Partnership: _____

Names of General Partners: _____

If your organization is individually owned, answer the following:

Date of Organization: _____

Name of OWNER: _____

If the form of your organization is other than those listed above, describe it and name the principals:



Licensing

List jurisdictional and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable:

List jurisdiction in which your organization’s partnership or trade name is filed:

Experience

List the categories of work that your organization normally performs with its own forces:

On a separate sheet, list major construction projects your organization has in progress. List the name of project, owner, architect/engineer, contract amount, percent complete, and scheduled completion date.

On a separate sheet, list the major construction projects your organization has completed in the past five (5) years. List the name of the project, owner, architect/engineer, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.

On a separate sheet, list the construction experience and present commitments of the key individuals of your organization who would be employed in the Work.

Claims and Suits

If the answer to any of the questions below is yes, please attach details.

Has your organizations ever failed to complete any work awarded to it? _____

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers? _____



References

Entity	Contact Name	Phone
<i>Trade References</i>		
1.		
2.		
3.		
<i>Bank References</i>		
1.		
2.		
3.		
<i>Surety</i>		

Name of Bonding Company: _____

Name of Bonding Agent: _____

Address of Bonding Agent: _____

SUBMITTED on _____
Date*

BY: _____
Name of Bidder*

Signature

Name and Title of Signatory*

*Typed or printed in ink.

_____ being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 20__.

Notary Public: _____

My Commission Expires: _____

IF THIS INFORMATION IS NOT SUBMITTED WITH THE SEALED BID AT THE TIME OF BID, THE BID WILL BE CONSIDERED INCOMPLETE.



BID
for
Novi Field Services Complex
Lift Addition

Bid of _____ hereinafter called Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business as _____*.

Insert as applicable: "a corporation", "a partnership" or "an individual".

TO THE CITY OF NOVI, MICHIGAN, hereinafter called OWNER:

The undersigned as Bidder hereby declares: that this Bid is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that the Bidder has read and examined the Advertisement for Bids, Instructions to Bidders, Bid, General Conditions, Supplementary Conditions, Agreement, Forms of Bond, Specifications and Drawings, as prepared by the ENGINEER, and understands all of the same; that the Bidder of its representative has made personal investigation at the site and has become fully familiar with regard to the conditions to be met in the execution of this Contract, and the undersigned proposes to furnish all labor, materials, tools, power, transportation, and construction equipment necessary for the construction of the Project and performing related work in full accordance with the aforesaid Contract Documents, including any and all Addenda officially issued, their receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

The Contract will be awarded to the lowest responsive, responsible Bidder based on the unit prices for all Work specified.

The Base Proposal Contract Sum is: _____ Dollars (\$ _____).

TIME OF COMPLETION

The undersigned agrees to complete the total work within _____ consecutive calendar days after the date of the notice of commencement.

CHANGES IN THE WORK

For authorized changes in the work involving additions to or deductions from the contract price, the bidder agrees to perform or delete such authorized work at net cost to him plus the following percentages of net costs. Percentages shall include all changes for supervision, overhead, and profit. Net costs shall be considered to be all direct costs.



For work not under subcontract:

Involving Additions _____ Percent
Involving Deductions _____ Percent

For work under subcontract:

Involving Additions _____ Percent
Involving Deductions _____ Percent

ADDENDA

If any addenda to the documents have been received during the bidding period, the bidder shall fill in their number and dates which acknowledges his having received the same and included them in this proposal.

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

If the foregoing Bid shall be accepted by the OWNER, the undersigned agrees to enter into the attached form of Agreement within ten (10) days after receiving notice of such acceptance, will furnish the OWNER satisfactory bonds and certificates of insurance coverage, and will complete the Project, at the price and within the time stated in this Bid.

The undersigned further agrees that if the foregoing Bid shall be accepted, work will commence immediately after the Contract has been awarded, the Agreement executed, and a Notice to Proceed received.

The undersigned attaches hereto its Bid security, as required by the Advertisement for Bids and Instructions to Bidders. The undersigned agrees that in case it shall fail to fulfill its obligations under the foregoing Bid, and/or shall fail to furnish bonds, as specified, the OWNER may, at its option determine that the undersigned has abandoned its rights and interests in such Contract and that its Bid security accompanying its Bid; has been forfeited to the said OWNER, but otherwise the Bid security shall be returned to the undersigned upon the execution of the Contract and the acceptance of the bonds.

The undersigned also agrees that for each and every calendar day that he may be in default of Substantial Completion of the Work, within the time specified in this Bid, the OWNER will suffer a damage of two hundred dollars (\$200.00) per day, and said OWNER shall be compensated therefore at the rate as liquidated damages in accordance with the Agreement.

In submitting this Bid, it is understood that the right is reserved by the OWNER to accept any bid, to reject any or all Bids, and to waive irregularities in bidding in the interest of the OWNER.



SUBMITTED on _____
Date*

BY: _____
Name of Bidder*

Street*

Signature

City, State, ZIP*

Name and Title of Signatory*

Telephone Number*

Facsimile Number*

*Typed or printed in ink.



NOTICE OF AWARD

Dated:

TO:

CONTRACT: Novi Field Services Complex – Lift Addition

You are notified that your Bid dated _____, 20__ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the [Project Name].

The Contract Price of the Contract, including [BASE BIDS/ALTERNATES] is _____ Dollars (\$_____). Seven copies of the proposed Contract Documents as identified in the Agreement accompany this Notice of Award.

You must comply with the following conditions within ten (10) days of the date of this Notice of Award, which is by _____, 20__.

1. Deliver to the [ENGINEER] seven (7) fully executed counterparts of the Contract Documents which accompany this Notice of Award, each of which must bear your signature at the designated location.
2. Deliver with the executed Contract Documents the Contract security (bonds) as specified in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.
3. Deliver with the executed Contract Documents the insurance documents as specified in the General Conditions and the Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle the OWNER to consider your Bid in default, to annul this Notice of Award, and to declare your Bid security forfeited.

Within ten (10) days after you comply with the above conditions, the OWNER will return to you one fully executed counterpart of the Contract Documents.

CITY OF NOVI

(Authorized Signature)

(Name and Title)



AGREEMENT

Novi Field Services Complex – Lift Addition

THIS AGREEMENT, made as of the _____ day of _____, 20____, by and between the City of Novi (hereinafter call OWNER) and _____ (hereinafter called CONTRACTOR).

WITNESSETH, that whereas the OWNER intends to construct the Novi Field Services Complex – Window and Door Replacement hereinafter called the Project, in accordance with the Drawings, Specifications, and other Contract Documents prepared by Orchard, Hiltz & McCliment hereinafter called the ENGINEER.

NOW, THEREFORE, the OWNER and CONTRACTOR for the consideration hereinafter set forth, agree as follows:

1. The CONTRACTOR shall furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories necessary to perform and complete in a workmanlike manner, all work required for the construction of the Project, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract, including the following Addenda:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

2. The OWNER shall have the exclusive ability to set the date of commencement of the Work and performance under this Contract. The CONTRACTOR shall begin work under this Contract on a date to be specified in a written Notice to Proceed personally delivered, facsimiled, or mailed, first class postage prepaid to CONTRACTOR. All Work under this Contract shall be substantially complete within _____ calendar days, and totally complete, including all punch list items, within _____ calendar days from the date of commencement as set forth in the Notice to Proceed, except for seasonal work items, identified herein, as subject to extensions of time granted under the General Conditions.

It is mutually understood and agreed that time is of the essence of this Contract. In the event of delay in completion of the Work beyond the period herein prescribed, or beyond the period to which said time shall be extended by the OWNER in accordance with the General Conditions of the Contract, the OWNER will experience damages, and therefore must be compensated for such delay. Inasmuch as the amount of such damage will be extremely difficult to ascertain, the CONTRACTOR agrees to compensate the OWNER in the sum of \$200.00 for each calendar day that the actual time of substantial completion of the Work extends beyond the agreed dates for substantial completion, which sum is hereby fixed by the parties as the liquidated damages that the OWNER will suffer by reason of such delay and default, and not as a penalty; and the OWNER shall have the right to deduct and retain the amount of such liquidated damages from any monies otherwise due or becoming due to the CONTRACTOR under this Contract.



3. The OWNER shall pay the CONTRACTOR for completion of the Work in accordance with the Contract Documents, in current funds at the unit prices state in the CONTRACTOR's Bid.
4. On or before the first Saturday of the month, the CONTRACTOR shall submit to the ENGINEER in writing a state of work completed during the previous month, for which he is requesting payment. Such statement shall be subject to verification and interpretation by the ENGINEER, whose decision as to completed quantities of work and payment therefore shall be final.

The ENGINEER shall certify in writing to the OWNER the payments due the CONTRACTOR under the terms of the Contract. In this certificate, the ENGINEER shall include 90 percent of the value as estimated by the ENGINEER, of the work done, less the aggregate of the previous payments.

The OWNER shall place the request before the City Council for approval on the first available warrant of the following month and, upon approval of the same, shall pay to the CONTRACTOR, as partial payment under this Contract, the amount of such certificate, less that retainage permitted pursuant to Michigan Public Act 524 of 1980, as amended. Prior to the disbursement of any progress payment or final payment, the CONTRACTOR must provide the OWNER with waivers of lien and sworn statements as set forth in the General Conditions. The OWNER may reserve and retain out such partial payment a sum sufficient to meet any undischarged obligations of the CONTRACTOR for labor and materials incorporated in the work, or any other sums as provided for in the Contract Documents.

Neither the ENGINEER nor the OWNER shall have any liability to the Contract if the ENGINEER fails to certify the CONTRACTOR'S work on a timely basis fails to verify the full 90% value of the work in place; or for any other error in such certification.

All material and work covered by partial payment made shall thereupon become the sole property of the OWNER, but this provision shall not be construed as relieving the CONTRACTOR from the sole responsibility for the care and protection of materials and work upon which payment have been made or the restoration of any damaged work, or as a waiver of the right of the OWNER to require fulfillment of all terms of the contract.

5. Upon written receipt of written notice that the work is ready for final inspection and acceptance, the ENGINEER shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed, the ENGINEER shall promptly issue a final certificate, over his signature, stating that the work provided for in the Contract has been completed and is acceptable by him under the terms and conditions thereof and the entire balance found to be due the CONTRACTOR, including the retained percentage, shall be paid to the CONTRACTOR by the OWNER within 30 days after the date of said final certificate, providing the documents/certificates submitted are acceptable to the reviewing department of the City of Novi. Before issuance of a final certificate, the Contractor shall submit an affidavit to the ENGINEER that all payrolls, materials bills, and or the indebtedness connected with the work have been paid. The CONTRACTOR shall provide written consent from his project surety approving the release of final payment to the CONTRACTOR. All payments based on progress certificates shall be subject to correction the final pay estimate.



The acceptance by the CONTRACTOR of the last payment based on the final pay estimate shall operate as and shall be a release to the OWNER and agents thereof, from any and all claims and any liability to the CONTRACTOR for anything done or furnished for, or relating to the Work, or for any act or neglect of the OWNER, its officers, employees and representatives relating to or affecting the work.

6. The Contract Documents consist of the following:
 - a. Bidding Requirements, including Advertisement for Bids, Instructions to Bidders, and Bidder's Qualification and Experience Statement
 - b. CONTRACTOR's Bid dated _____.
 - c. Addendum No. _____.
 - d. Notice of Award.
 - e. This Agreement.
 - f. Performance Bond.
 - g. Payment Bond.
 - h. General Conditions.
 - i. Supplementary General Conditions
 - j. Specifications as listed in the table of contents of this project manual.
 - k. Project maps, typicals, details and log of anticipated quantities consisting of sheets as listed on the table of contents
 - l. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - i. Notice to Proceed
 - ii. Field Orders
 - iii. Work Change Directives
 - iv. Change Orders
 - v. Maintenance & Guarantee Bond

There are no contract documents other than those listed above. The Contract Documents may only be amended modified or supplemented as provided in the General Conditions.

7. All Work shall be done under the observation of the ENGINEER. The ENGINEER shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the CONTRACTOR.
8. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and CONTRACTOR respectively and its partners, successors, assigns and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.



IN WITNESSETH WHEREOF, the parties hereto have caused this instrument to be executed in seven (7) original counterparts and the day and year first written above.

CONTRACTOR:

Name of CONTRACTOR*

By: _____
Signature

[Name and Title of Signatory]*

Attest: _____

Signed on: _____, 20____
Date*

Address for giving notices:

(Street)*

(City, State and ZIP)*

Designated Representative:

(Name*)

(Title*)

(Street*)

(City, State, and ZIP*)

(Telephone Number*)

(Facsimile*)

OWNER:

City of Novi _____

Bob Gatt, Mayor

Maryanne Cornelius, City Clerk

Attest: _____

Signed on: _____, 20____
Effective Date of Agreement*

Address for giving notices:

45175 W. Ten Mile Rd. _____
(Street)*

Novi, Michigan 48375 _____
(City, State and ZIP)*

Designated Representative:

Rob Hayes, P.E. _____
(Name*)

City Engineer City of Novi _____
(Title*)

45175 W. Ten Mile Rd. _____
(Street*)

Novi, Michigan 48375 _____
(City, State, and ZIP*)

(248) 347-0454 _____
(Telephone Number*)

(248) 735-5683 _____
(Facsimile*)

*Typed or printed in ink



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT Italia Construction, Inc.
as Principal, hereinafter called the CONTRACTOR, and _____

as Surety, hereinafter called Surety, and held and firmly bound unto

CITY OF NOVI, MICHIGAN

as Obligee, hereinafter called the OWNER, in the amount of _____
(_____) 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

Novi Field Services Complex – Lift Addition

in accordance with Drawings and Specifications prepared by Orchard, Hiltz & McCliment, Inc., Job No.
0163-12-0061, 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 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 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 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

Bond No.

Surety

Title

Address of Surety

City

Zip Code



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

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

Novi Field Services Complex – Lift Addition

in accordance with Plans and Specifications prepared by Orchard, Hiltz & McCliment, Inc., Job No. 0163-12-0061, 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, 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



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 _____
(\$ _____) 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

Novi Field Services Complex – Lift Addition

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.

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



NOTICE TO PROCEED

Dated:

TO:

CONTRACT: Novi Field Services Complex – Lift Addition

In accordance with the terms and conditions in the Contract Documents, you are hereby notified to commence work on the referenced project on _____, 20____. The date of Substantial Completion of the project is _____, 20____, with Final Project Completion by _____, 20____.

It is the responsibility of the CONTRACTOR to meet the schedule as set forth and in accordance with terms and conditions of the Contract. Failure to comply with the schedule will result in the enforcement of liquidated damages as stated in the Contract.

The consulting ENGINEER for the City of Novi, Orchard, Hiltz & McCliment will be contacting you to coordinate a pre-construction conference.

CITY OF NOVI

(Authorized Signature)

(Name and Title)



Remaining contract documents including specifications and drawings,
omitted for brevity.

GENESIS VERTICAL LIFT

Enclosure and Shaftway models - for lifting heights up to fourteen feet



The Garaventa Genesis is a vertical platform lift designed to provide access into or within public buildings. It travels inside a complete, self-contained enclosure, as shown, or can be located in a shaftway constructed by others. Our unique, anodized aluminum design is strong, durable and attractive.

Shaftway Model

The Genesis Shaftway model fits inside a vertical runway that is built by others in accordance to Garaventa Lift specifications. The system consists of a drive mast, passenger platform and doors or gates. The shaftway can be completely enclosed, much like an elevator shaftway, or it can be open at the upper landing. A variety of doors and gates are available.



The lower landing of this Genesis Shaftway model was designed with filler walls.

Applications:

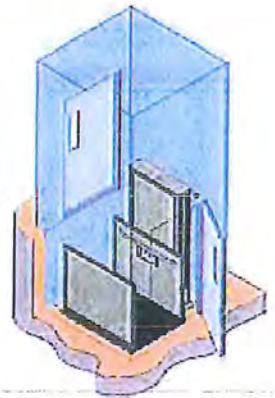
Schools, churches, public buildings, clubs and residences

Standard Features

- Choice of Leadscrew or Continuous Mains Powered Hydraulic drive (with an auxiliary power system)
- Leadscrew drive - for lifting heights up to 3734mm (147")
- Hydraulic drive - for lifting heights up to 4343mm (171")
- Certified electric interlocks and automatic closer for doors and gates
- Sturdy 16 gauge galvanized steel platform side walls: 1070mm (42 1/8") high
- Directional control switches and emergency stop switch
- Grab rail on platform side wall panel
- Keyless operation
- Two year warranty

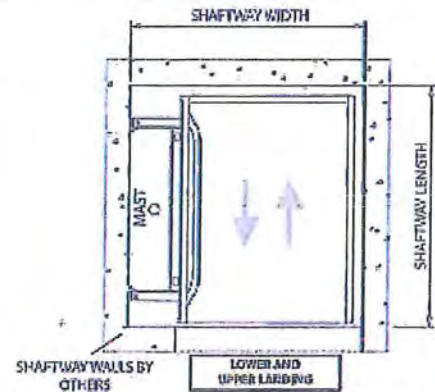
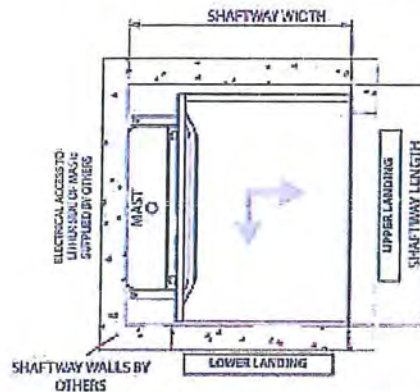
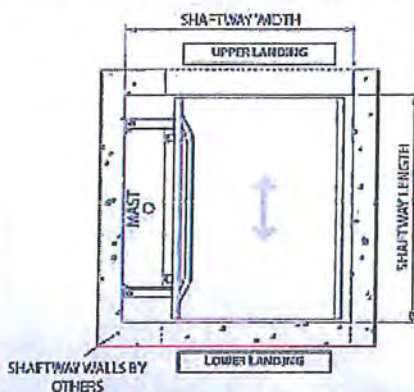
Optional Features

- Power Door Operators (ADA compliant)
- Custom platform sizes available
- Illuminated and tactile constant pressure directional buttons
- Arrival gong and digital floor display
- Anodized aluminum doors/gates with Plexiglas panels or fire rated doors
- Choice of RAL colors
- Autodialer phone (ADA compliant)
- Keyed operation
- Battery powered emergency lowering (Leadscrew drive only)
- Full time battery operation - for low use applications (Hydraulic drive only)
- Custom applications (Consult Garaventa Lift)
- Extended warranty (five additional years) * USA/Canada only



Genesis Shaftway Dimensions

(for more detailed technical information refer to the Genesis Design and Planning Guide)



Shaftway Straight Through				
Platform Size	Shaftway Width	Shaftway Length	Platform Width	Platform Length
Compact	1317mm [51 7/8"]	1295mm [51"]	914mm [36"]	1257mm [49 1/2"]
Standard	1394mm [54 7/8"]	1407mm [55 3/8"]	992mm [39"]	1370mm [53 7/8"]
Mid-Size	1394mm [54 7/8"]	1558mm [61 3/8"]	992mm [39"]	1620mm [59 7/8"]
Large	1546mm [60 7/8"]	1558mm [61 3/8"]	1146mm [45"]	1520mm [59 7/8"]

Shaftway 90° Entry/Exit			
Shaftway Width	Shaftway Length	Platform Width	Platform Length
1272mm [50 1/8"]	1316mm [51 7/8"]	940mm [37"]	1208mm [47 1/2"]
1350mm [53 1/8"]	1428mm [56 1/4"]	1017mm [40"]	1320mm [52"]
1350mm [53 1/8"]	1579mm [62 1/8"]	1017mm [40"]	1471mm [57 7/8"]
1502mm [59 1/8"]	1579mm [62 1/8"]	1169mm [46"]	1471mm [57 7/8"]

Shaftway Encl. On / Off Same Side			
Shaftway Width	Shaftway Length	Platform Width	Platform Length
1317mm [51 7/8"]	1316mm [51 7/8"]	914mm [36"]	1209mm [49 1/2"]
1394mm [54 7/8"]	1428mm [56 1/4"]	992mm [39"]	1320mm [52"]
1394mm [54 7/8"]	1579mm [62 1/8"]	992mm [39"]	1471mm [57 7/8"]
1546mm [60 7/8"]	1579mm [62 1/8"]	1144mm [45"]	1471mm [57 7/8"]

(Entry/Exit Adjacent to Mast)

- See separate drawings in the Genesis Design and Planning Guide for door details.
- Platform dimensions are clear inside dimensions.
- Ramp required for floor mount
- If the tie back rail (spreader bar) is to be used to attach the mast to the shaftway wall, the shaftway width dimension will increase by 38 mm [1 1/2"]
- Mast-to-wall attachment required

GENESIS VERTICAL LIFT

Need Design Assistance?

Call your local Garaventa Lift representative or our Design Hotline at 1-800-663-6556

Other Garaventa Lift Products:
Genesis Opal Model



The Garaventa Genesis OPAL model is a reliable, cost-effective accessibility solution for buildings or private residences. The OPAL can be installed indoors or outdoors when a hoistway or factory enclosure is not required. This durable lift features easy to use call stations, platform controls and is equipped with many built-in safety features. Maximum floor to floor travel, when floor mounted, is 1600mm (60") (per ASME A18.1).

Architects!

Many resources are available at www.garaventlift.com

- Design Specifications
- Spec-Wizard
- CAD Blocks
- Design and Planning Guides
- Photo Gallery

Garaventa Lift

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Canada V3W 7B3

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Toll Free: 1-800-663-6556
Fax: +1 604 594-9915

Email: productinfo@garaventlift.com
Web site: www.garaventlift.com
Global Portal: www.garaventliftgroup.com

© Garaventa Lift. As we are continuously improving our products, specifications outlined in this brochure are subject to change without notice.

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Leadscrew Drive Technical Information

Platform Sizes

Enclosure Model Platforms:
947mm x 1370mm (37 1/4" x 54")
947mm x 1522mm (37 1/4" x 60")
1099mm x 1522mm (43 1/4" x 60")
Shaftway Model Platforms:
914mm x 1257mm (36" x 49 1/2")
992mm x 1370mm (39" x 54")
992mm x 1522mm (39" x 60")
1144mm x 1520mm (45" x 60")

Rated Load

340 kg (750 lbs), with a safety factor of 5

Speed

3 meters (10 ft) per minute at full load

Operating Controls

Keyless Controls: no key required for call stations and platform controls

Directional Controls: Constant pressure switches

Control Voltage: 24 VDC

Drive System

Motor:
2 HP (1750 RPM) Motor
Drive Type: ACME screw (1" diameter)
Mains Supply:
North American Models: 120 VAC
on a dedicated 20 amp circuit
International Models: 208-240 VAC
on a dedicated 16 amp circuit

Hydraulic Drive Technical Information

Platform Sizes

Enclosure Model Platforms:
947mm x 1370mm (37 1/4" x 54")
947mm x 1522mm (37 1/4" x 60")
1099mm x 1522mm (43 1/4" x 60")
Shaftway Model Platforms:
914mm x 1257mm (36" x 49 1/2")
992mm x 1370mm (39" x 54")
992mm x 1522mm (39" x 60")
1144mm x 1520mm (45" x 60")

Rated Load

340 kg (750 lbs), with a safety factor of 5

Speed

5.2 meters (17 ft) per minute at full load

Operating Controls

Keyless Controls: no key required for call stations and platform controls

Directional Controls: Constant pressure switches

Control Voltage: 24 VDC

Drive System

Motor:
3 HP (2.2 KW) Motor
Drive Type: Chained Hydraulic
(Dual 5/8" ANSI 50 chains)
Mains Supply:
North American Models: 120 VAC
on a dedicated 15 amp circuit
International Models: 208-240 VAC
on a dedicated 16 amp circuit



Garaventa Artira

Inclined Platform Wheelchair Lift

The Artira is able to follow straight and curving stairways up several flights of stairs and across horizontal landings. A variety of platform sizes and options allow for extensive customization of the Artira to meet the needs of the user.



www.garaventlift.com

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Authorized Garaventa Lift Representative



Enclosure Model

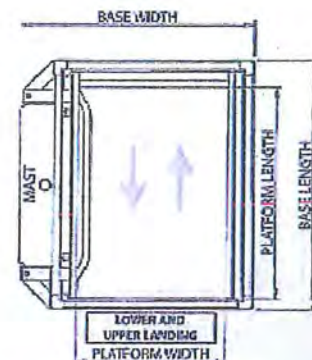
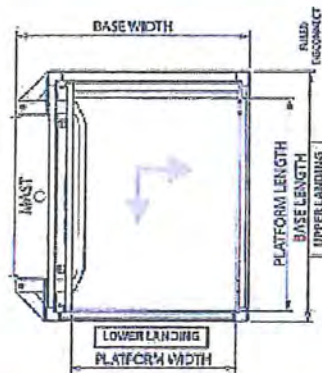
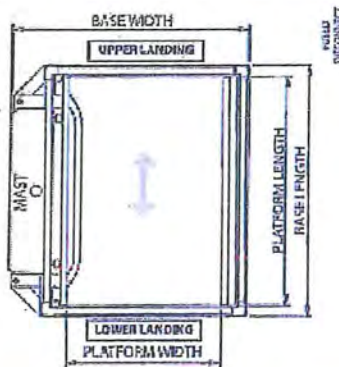
The Genesis Enclosure model is a complete, self-contained vertical access solution. It is similar to the Shaftway Model except it includes its own pre-fabricated enclosure and integrated doors or gates. The enclosure can be built full height and fitted with a Plexiglas dome for weather protection or can be left open at the top.



This Enclosure model combines anodized aluminum extrusions with Plexiglas panels.

Genesis Enclosure Dimensions

(for more detailed technical information refer to the Genesis Design and Planning Guide)



Enclosure Straight Through				
Platform Size	Base Width	Base Length	Platform Width	Platform Length
Standard	1399mm [55 1/8"]	1505mm [59 1/4"]	947mm [37 1/4"]	1370mm [53 7/8"]
Mid-Size	1399mm [55 1/8"]	1656mm [65 1/8"]	947mm [37 1/4"]	1520mm [59 7/8"]
Large	1551mm [61 1/8"]	1656mm [65 1/8"]	1099mm [43 1/4"]	1520mm [59 7/8"]

Enclosure 90° Entry/Exit			
Base Width	Base Length	Platform Width	Platform Length
1399mm [55 1/8"]	1505mm [59 1/4"]	1017mm [40"]	1295mm [51"]
1399mm [55 1/8"]	1656mm [65 1/8"]	1017mm [40"]	1446mm [56 7/8"]
1551mm [61 1/8"]	1656mm [65 1/8"]	1155mm [45 1/2"]	1446mm [56 7/8"]

Enclosure On/Off Same Side			
Base Width	Base Length	Platform Width	Platform Length
1399mm [55 1/8"]	1505mm [59 1/4"]	947mm [37 1/4"]	1295mm [51"]
1399mm [55 1/8"]	1656mm [65 1/8"]	947mm [37 1/4"]	1446mm [56 7/8"]
1551mm [61 1/8"]	1656mm [65 1/8"]	1099mm [43 1/4"]	1446mm [56 7/8"]

(Entry/Exit Adjacent to Mast)

- See separate drawings in the Genesis Design and Planning Guide for door details.
- Platform dimensions are clear inside dimensions.
- Ramp required for floor mount
- Mast-to-wall attachment required

Applications:

Schools, churches, public buildings, clubs and residences

Standard Features

- Choice of Leadscrew or Continuous Mains Powered Hydraulic drive (with an auxiliary power system)
- Leadscrew drive - for lifting heights up to 3734mm (147")
- Hydraulic drive - for lifting heights up to 4343mm (171")
- Interlocks and automatic closer for doors and gates
- Champagne colored anodized aluminum frame enclosure
- Sturdy 16 gauge galvanized steel platform side walls: 1070mm (42 1/8") high
- Directional control switches and emergency stop switch
- Grab rail on platform side wall panel
- Keyless operation
- Two year warranty

Optional Features

- Power Door Operators (ADA compliant)
- Custom platform sizes available
- Illuminated and tactile constant pressure directional buttons
- Arrival gong and digital floor display
- Steel or Plexiglas enclosure panels
- Choice of RAL colors
- Autodialer phone (ADA compliant)
- Keyed operation
- Battery powered emergency lowering (Leadscrew drive only)
- Full time battery operation - for low use applications (Hydraulic drive only)
- Fan and Ventilation System with thermostatic controls and battery backup - requires Continuous Mains Power
- Custom applications (Consult Garaventa Lift)
- Extended warranty (five additional years) * USA/Canada only

