



CITY OF NOVI CITY COUNCIL
APRIL 26, 2021

SUBJECT: Approval to award the installation of SealMaster Safe Ride Safety Green Bicycle Lane Coating at Lakeshore Park to Goddard Coatings Sport Surfaces in the amount of \$26,160.

SUBMITTING DEPARTMENT: Integrated Solutions, Facilities Management

EXPENDITURE REQUIRED	\$26,160
AMOUNT BUDGETED	\$26,160
APPROPRIATION REQUIRED	\$0
LINE ITEM NUMBER	101-265.10-977.013

BACKGROUND INFORMATION: During the Lakeshore Construction Project award, it was requested, in an effort to increase the safety of bicycle riders, the bike path should be colored green to separate the bike lanes from the parking lot area. The project's original scope awarded to DeMaria included a green coating for \$42,500. City staff found that if we contracted for and manage this work ourselves, it would cost \$26,160, a savings of \$16,340. We pursued and received a \$42,500 credit from DeMaria through the change order process.

The project engineer recommended the SealMaster Safe Ride Bicycle Lane Coating product to meet the Manual on Uniform Traffic Control Devices (MUTCD) green color standards. The SealMaster Safe Ride Bicycle Lane Coating provides the visual distinction of the pathway and an anti-slip surface for increased rider safety. After reaching out to the manufacturer, we received contact information for three companies in the region that install the coating. One of the vendors informed us they no longer perform the install of the coating. The second vendor never responded to our communication attempts. The third vendor, Goddard Coatings Sport Surfaces, provided a quote for \$26,160. The City of Novi Parks, Recreation and Cultural Services Department, and the Novi Community School District have used Goddard Coatings Sport Services in the past for resurfacing tennis courts and provided positive feedback on their service.

RECOMMENDED ACTION: Approval to award the installation of SealMaster Safe Ride Safety Green Bicycle Lane coating at Lakeshore Park to Goddard Coatings Sport Surfaces in the amount of \$26,160.



490 S Opdyke Rd
 Pontiac MI 48341
 248.393.6320
 info@goddardcoatings.com

Estimate

ESTIMATE #	51714791
DATE	04/08/2021
PREPARED BY	Jake Vaughn

CUSTOMER
City of Novi Keri Bough 45175 West 10 Mile Road Novi, MI, 48375

SERVICE LOCATION
Lakeshore Park 601 South Lake Drive Novi, MI, 48377

DESCRIPTION
Safety Green Bicycle Lane coating

Description
Apply two (2) coats of SealMaster Safe Ride green bicycle lane coating.
To stripe 3 lines, 10 arrow stencils and 10 bike stencils with white acrylic latex paint.

Total: \$26,160.00

CUSTOMER MESSAGE
<p>Pricing includes all applicable taxes.</p> <p>Pricing does not include prevailing/union wage rates, any contract/bond costs if required, or any extensive cleaning (powerwashing) to new asphalt surface prior to acrylic coating application.</p> <p>Thank you for the opportunity to provide a proposal for our sport surfaces services.</p>

CUSTOMER ACCEPTANCE	
DATE	

By signing this document, you agree that the price, specifications and conditions of this estimate are satisfactory and hereby acceptable. You have read, acknowledge, and understand the Terms and Conditions on the reverse side (page 2) of this Agreement and hereby incorporate the same as part of the Agreement. You hereby authorize Goddard Coatings Company, to do the work as specified above and agree to make all payments as set forth above. THIS AGREEMENT CAN BE CANCELLED IF NOT ACCEPTED WITHIN 30 DAYS.

TERMS AND CONDITIONS

1. Acceptance of this proposal by Owner shall be acceptance of all terms and conditions recited herein or incorporated by reference. Allowing Goddard Coatings Company (the "Contractor") to commence work or prepare for work will constitute acceptance by Owner of this Proposal and all its terms and conditions. Quotations herein, unless otherwise stated, are for immediate acceptance and subject to change.
2. The Contractor shall be paid according to the terms contained on the face side of this Proposal. Final payment shall be due after the work described in this proposal is substantially completed unless otherwise specified on the face side hereof. The Contract Price is based upon current material prices as of the execution of this Agreement. Any price increase in construction material that occur(s) during the period of time between contract execution and substantial completion of the Residence and/or Project, shall be paid by Owner. In the event of any such price increase, Owner shall make payment to Contractor within seven (7) days of receipt from Contractor of an invoice and documentation evidencing the price increase(s).
3. All sums not paid when due shall bear interest at the rate of 1½% per month from the due date until paid or the maximum legal rate permitted by law whichever is less; and all costs of collection, including reasonable attorney's fees shall be paid by Owner.
4. If Owner fails to make payment to Contractor as herein provided, then Contractor may stop work without prejudice to any other remedy it may have. Owner represents that Owner is ready, willing and able to carry out the terms, provisions and conditions of this Agreement. Owner's refusal to fully and timely perform any of the terms of this Agreement may result in Contractor, at its election, declaring this Agreement null and void, and Contractor shall have the right to bring any and all legal and/or equitable actions against Owner in conformity with Michigan law. Contractor shall additionally be entitled to retain Owners' earnest money deposit and recover all costs, losses, lost profits, damages and expenses incurred; including, but not limited to reasonable attorney's fees.
5. Any and all Agreements made between the Owner and any employee and/or agent of Contractor, subcontractor, supplier and/or materialman shall not be binding upon the Contractor and are not recognized by the Contractor. Contractor has the right to subcontract any portion or all of the work.
6. Owner is to prepare all work areas so as to be acceptable for Contractor's work under the contract. Contractor will not be called upon to start work until sufficient areas are ready to insure continued work until job completion. Contractor reserves the right to place a site sign on the premises to help delivery trucks and crews locate the job as well as for company advertising.
7. After acceptance of the Proposal as provided, Contractor shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract. Contractor shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delays caused by the owner, architect, and/or engineers; armed conflict or economic delocation resulting there from; embargos, shortages of labor, equipment or materials production facilities or transportation, labor difficulties, civil disorders or any kind; action of a civil or military authorities; vendor priorities and allocations, fires, floods, accidents and acts of God. Owner shall not be entitled to any damages whatsoever for any alleged delays.
8. All hidden, concealed, or unforeseeable conditions, including code violations, that must be repaired, corrected, replaced, or overcome, shall result in a change order to the work.
9. The discovery and/or removal or testing of any mold or any hazardous materials as defined by the Environmental Protection Agency (EPA) is excluded from the scope of work. The Contractor reserves the right to stop work until such materials are removed.
10. All workmanship is guaranteed against defects in workmanship for a period of one year from the date of installation provided that owner is not in breach of this agreement, including having paid contract in full. **No warranty exists for eliminating all standing water (applying acrylic patch mix to low areas) or cracks reappearing on the court surface (applying acrylic crack filler to cracks).** This is due to unknown subbase and asphalt/concrete conditions, re-cracking (hairline) could occur as early as one week. If the RiteWay Crack Repair system was included in this scope of work, then please refer to the RiteWay Crack Repair Warranty. The Contractor reserves the right to repair, replace or pay reasonable sums in order to affect those repairs to any mutually acknowledged deficiencies both during the construction process and the warranty period. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Contractor will not be responsible for special, incidental, or consequential damages. Owner agrees they will not use subcontractors, contractors, laborers, suppliers, distributors, craftsmen, or other persons on this job except as provided by the Contractor pursuant to the terms of this contract. Any deviation must be approved by the Contractor in writing and the owners may not hold the Contractor responsible for the quality of the workmanship and materials utilized by these persons. Owner will also be responsible to Contractor for any delay caused by the use of outside parties.
11. Work called for herein is to be performed during Contractor's regular working hours. Overtime rates will be charged for all work performed outside such hours at extra cost, if requested by Owner.
12. All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture, and performance standards. Any and all materials not utilized, and/or left over from the project, shall remain the property of Contractor.
13. Notwithstanding any provision contained in this Proposal or the contract documents, Contractor may file a lien or claim on its behalf in the event that any payment to Contractor is not made as and when provided for by the agreement.
14. Contractor shall not be responsible for any loss due to fire, vandalism, weather or theft of any materials once delivered to the job site. Owner shall assume all responsibility for any such loss and Owner shall maintain insurance coverage to protect against the same. Owner waives any rights or claims Owner may have against Contractor for any personal injuries and/or property damages incurred by anyone on the property during the period of work, and shall indemnify, defend and hold harmless Contractor from any claims asserted for such alleged injuries and/or damage.
15. Owner shall hold Contractor harmless and shall defend and indemnify Contractor for any claims, actions, suits, awards, damages, or other liability, including, without limitation, attorney's fees, professional witness fees, court costs, and other charges, arising out of or related to (i) Owner's breach of any term, condition, or representation in this Agreement; or (ii) arising out of or related to any claims, actions, awards, liabilities, or damages for any injury to person or personal property arising out of Owner's visits (including invitees and guests) to the premises and/or residence. For purposes of any indemnification provisions in this Agreement, the term "Contractor" shall include its respective officers, directors, employees, agents, sureties, subcontractors, suppliers and servants.
16. Owner hereby expressly and unconditionally allows Contractor and its materialmen and subcontractors, the right to drive over driveways and sidewalks with their trucks, backhoe, concrete trucks, delivery trucks, etc. Unfortunately this may result in cracks or other damage. If this does occur, Contractor will have it repaired at Owner's expense. Contractor does not guarantee/warranty against cracks and/or other defects. In the event these conditions do occur, the repair will be done as a change order to the Contract.