City of Ann Arbor

Parks and Recreation Services

100 N. Fifth Avenue, PO Box 8647

Ann Arbor, Michigan 48107

734-994-2780 • fax 734-994-8312

www.ci.ann-arbor.mi.us

E-mail: parks&rec@ci.ann-arbor.mi.us



September 12, 2007

CITY OF ANN ARBOR INVITATION TO BID BASKETBALL & TENNIS COURT COATING

BID NO. 3900

DUE: TUESDAY, SEPTEMBER 25, 2007

Sealed bids will be received (ORIGINAL PLUS ONE (1) COPY) by the Financial Services, Procurement Office, Fifth floor of City Hall, 100 N. fifth Ave., on or before 2:00 p.m., TUESDAY, SEPTEMBER 25, 2007, at which time they will be opened and publicly read aloud.

Specifications are attached.

We have enclosed our Human Rights Work Utilization Forms to be filled out and returned with your bid or you may submit an updated EEO-1 with your bid. Submittal of these forms with your bid is not a requirement of this bid; however, the first and second low bidders are required to complete a contract compliance form or an acceptable equivalent by no later than 5:00 p.m. of the work day following the opening.

No bidder may withdraw his bid within 120 days after the date set for the opening thereof.

The City of Ann Arbor reserves the right to accept any bid, to reject any bid or all bids, to waive irregularities and/or informalities in any bid, and to make the award in any manner deemed in the best interest of the City.

Specifications referred to herein are used to indicate the desired type, and/or construction, and/or operation. An alternate may be offered if deviations from specifications are minor and if all deviations are properly outlined on a separate sheet. Failure to outline all deviations may be grounds for rejection of your bid (see attached specifications).

The decision of the City of Ann Arbor, acting through the Financial Services, Procurement, shall be final as to what constitutes acceptable deviations from specifications.

All SEALED envelopes must be marked BID NO. 3900, "BASKETBALL & TENNIS COURT COATING". We cannot be responsible for any bid not marked as stated above.

Authorized CITY OF ANN ARBOR

BID NO. 3900 DUE: TUESDAY, SEPTEMBER 25, 2007

- A. <u>GENERAL:</u> The City of Ann Arbor's Financial Services, Procurement, is soliciting bids for its requirements of Basketball & Tennis Court Seal & Color Coating.
- B. <u>CONTACT PERSON:</u> If there are any questions concerning this bid, please contact Jeff Dehring, Park Planner, at (734) 994-1913, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.
- C. SPECIFICATIONS: See attached.

D. QUANTITY:

Courts to be surfaced will be within the Ann Arbor City park system, within city limits. Park courts will include, but will not be limited to:

- 1. Churchill Downs 1/2 Basketball Court 48' x 48' = 2304SF Install basic color coating system and lines.
- Northside Tennis Court 52' x 122' = 6344SF Install mid-level color coating system, the "Plexipave System," and court lines.
- Northside Basketball Court 38' x 68' = 2584SF Install the most durable color coating system, the "Plexiflor System," and court lines.
- Sylvan Tennis Court 60' x 120' = 7200SF Install mid-level color coating system, the "Plexipave System" and court lines.
- 5. Glacier Highlands Basketball Court 50' x 84' = 4200SF Install the most durable color coating system, the "Plexiflor System," and court lines.
- 6. Lansdowne Basketball Court 45'x 70' = 3150SF Install the most durable color coating system, the "Plexiflor System," and court lines.

Note: These quantities are shown for estimating purposes only, not a guarantee of actual awarded amount. Subject to increases or decreases as necessary.

E. <u>QUOTATION</u>: We hereby offer to provide & install "Basketball & Tennis Court Coating" per City of Ann Arbor specifications attached at the unit prices as submitted herein:

	Estimated	
Item Description	Quantity	Unit Unit Price
1. Provide & install basic color coating system; includes cleaning surface of court, leveling "bird baths" deeper than a nickel with acrylic patch mix, one coat acrylic resurfacer, two coats Plexipave acrylic color surfacing, & line striping. (Min. area to be basis of award will be 5,000 SF.)		SF <u>\$</u>
2. Provide & install mid-level color coating system as per "Tennis Courts" in specifications; includes cleaning surface of court, leveling "bird baths" deeper than a nickel with acrylic patch mix, one coat acrylic resurfacer, two coats Fortified Plexipave acrylic color surfacer, & line striping. (Min. area to be basis of award will be 13,700 SF.)		SF <u>\$</u>
3. Provide & install most durable color coating system as per "Basketball Courts" in specifications; includes cleaning surface of court, leveling "bird baths" deeper than a nickel with acrylic patch mix, two coats acrylic resurfacer, two coats Fortified Plexipave acrylic color surfacer, two coats Fortified Plexiflor acrylic color finish, & line striping. (Min area to be basis of award will be 10,000 SF.)		SF \$
Will 50 10,000 Of .)		- σ
⁴ Provide & install acrylic latex line striping only, for tennis court.		LS <u>\$</u>
Provide & install acrylic latex line striping only, for basketball court.		LS \$
Provide & install Armor Crack Repair as per manufacturer's specifications and directions.		LF <u>\$</u>
Remove & lawfully dispose of existing tennis net posts & center tie down unit.		LS <u>\$</u>
Install new net posts and center tie-down unit (products supplied by owner) as detailed and directed by owner.		LS <u>\$</u>
Contact person for order releases shall be:		
Name: Phone:		

BID NO. 3900 DUE: TUESDAY, SEPTEMBER 25, 2007

- F. <u>UNIT PRICES SHALL BE FIXED AND FIRM FOR THE TERM OF THE CONTRACT:</u> If the bidder is awarded a contract under this bids solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the life of this contract.
- G. <u>CONTRACT PERIOD</u>: One (1) year contract to start October 2, 2007 through October 31, 2008.
- <u>NOTE</u>: If cost exceeds \$10,000.00 this bid will require Human Rights Approval and if exceeds \$25,000.00 will require City Council approval. Therefore, the bid could be approved after the date stated above. The purchase order will be issued as soon thereafter as possible.
- H. <u>RENEWAL</u>. The proposed agreement may be renewed for up to three (3) one (1) year periods provided that by 45 days prior to end of the contract both parties agree to an extension under the same terms and conditions as exist in the current contract. No further renewal shall be made.
- I. <u>AWARD</u>: The evaluation and award of this bid will be based on a combination of factors, including but not limited to, the following: Unit Price, Quality of Material, service and delivery timeline or in any manner deemed to be in the best interest of the City of Ann Arbor. The City of Ann Arbor reserves the right to reject low bids which do not meet specifications.
 - NOTE: Previous experience and performance will be a factor in making the award.
- J. <u>CONTRACT COMPLIANCE</u>: The successful bidder must comply with the City of Non-Discrimination Regulations (Chapter 112, Section 9:161 of the City Code) before award and at all times during the term of this proposed contract and/or agreement.
- K. <u>INDEMNIFICATION</u>; <u>INSURANCE</u>: To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the Contractor or anyone acting on the Contractor's behalf under this contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

Contractor agrees to procure and maintain in effect insurance policies in the amount and with the type of coverage shown below:

1. Workers Compensation insurance in the form and amount required by Michigan Law.

BID NO. 3900 DUE: TUESDAY, SEPTEMBER 25, 2007

- 2. Commercial General Liability insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.
- 3. Motor Vehicle Liability, including Michigan No-Fault coverage, with limits of liability not less than \$1,000,000 per occurrence combined single-limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Contractor commercial general liability and motor vehicle liability insurance shall name the City as an additional insured party with respect to performance under this contract and provide for unconditional notice to the Administering Department during the term of this contract for any action taken in accordance with this provision. Documents shall provide not less than 30 days prior written notice to the Administering Department of cancellation, non-renewal, reduction in the amount of insurance, or material change of terms of the policy. Documents showing that the Contractor has the required insurance shall be filed with the Administering Department before any work is performed. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or policies to the Administering Department at least ten days prior to the expiration date. The insurer must be satisfactory to the City Attorney. A certificate of insurance shall not, necessarily, be considered a sufficient showing. Compliance with this provision is a condition to the legal effectiveness of this agreement.

Contractor will maintain all required insurance of the parties as specified during the existence of this agreement, including renewals.

<u>DEFAULT:</u> If defined as the failure of the bidder to fulfill the obligations of the contract, including but not limited to: failure to deliver on time or the unauthorized substitution of articles other than those quoted and specified on the contract; or failure to deliver specified quantities (repetitive shortages). If continued abuse of any or all of the above conditions persist, the City of Ann Arbor will notify the contractor in writing. The contractor will be given five (5) days to correct this "Default" condition. Failure to do so within the specified period will result in the City's canceling the contract and procuring the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

The City shall have the privilege, with or without cause, to cancel and annul this agreement at any time on 30 days notice to the bidder. The City shall provide notice of termination by first-class mail to the bidder at the address listed in the bid documents. If the contract is terminated for reasons other than breach of contract by the bidder, the bidder shall be compensated for services provided prior to the date of the notice of termination.

PRE-QUALIFICATION: Please answer if your company fulfills the following requirements.

CITY OF ANN ARBOR INVITATION TO BID BASKETBALL & TENNIS COURT COATING

BID NO. 3900 DUE: TUESDAY, SEPTEMBER 25, 2007

Any answers of "no" indicate that the company does not fulfill the pre-qualification requirements for this bid.

requirements for this bid.
 The company has installed color coating on municipal game courts for over 20 years. Yes No The company is a certified installer of Armor Crack Repair. Yes No
3. Temperatures permitting, the company has the ability to complete two tennis courts before November 15 th . Yes No
NOTE: The City of Ann Arbor reserves the right to reject bids which do not fulfill the prequalification requirements.
REFERENCES: Please list a minimum of three (3) references (Municipal Government) where your company has installed game court color coating (in our area). Failure to list references may result in your company being disqualified.
<u>CITY</u> <u>ADDRESS</u> <u>CONTACT PERSON</u> <u>PHONE NUMBER</u>
1)
2)
3)
NOTE: The City of Ann Arbor reserves the right to reject low bids for poor past performance or inadequate references.
PLEASE CHECK: We have read the attached specifications thoroughly?
() Yes () No
Are all exceptions to the attached specifications properly outlined?
() Yes () No
INVOICE TERMS: Discount of% or \$ will be allowed for payment of invoice thirty (30) days from day of delivery and acceptance.
OTHER TERMS: Less than 30 days, E.O.M., Proximo, etc., will not be considered in

CITY OF ANN ARBOR INVITATION TO BID **BASKETBALL & TENNIS COURT COATING**

BID NO. 3900 DUE: TUESDAY, SEPTEMBER 25, 2007

determining award of contract.

Federal I.D. Number _____

The City of Ann Arbor reserves the right to accept any bid, to reject any bid or all bids, to waive irregularities and/or informalities in any bid, and to make the award in any manner deemed in the best interest of the City.

CERTIFICATION: We hereby certify that the Basketball & Tennis Court Coating provided will meet or exceed your specifications in every respect.

AUTHORIZED REPRES	ENTATIVE'S SIGNATURE
PRINTED	
	the bid is accepted by the City of Ann Arbor, a binding delivery of the goods in accordance with the bid.
	pe marked Bid No. 3900, "Basketball & Tennis Court sible for any bid not marked as stated above.
PROCURE P.O. BOX 8	. SERVICES MENT
COMPANY	
ADDRESS	
CITY	STATE ZIP
Company's Representatives	Signature
	Printed
Date	Title
Phone Number	Fax Number

City of Ann Arbor

LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelvementh period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

Compa Ordina	nies employing fewer than 5 persons and nonnee. If this exemption applies to your firm, pleas	n-profits employing fewer than 10 persons are exempt from the e check below:
		the fact that we employ or contract with fewer than 5 individuals. mpt due to the fact that we employ or contract with fewer than 10
The Or	dinance requires that all contractors/vendors and	l/or grantees agree to the following terms:
a)	living wage, which is defined as \$10.33/hour we employers that do <i>not</i> provide health care. It is	c on any covered contract or grant with the City, no less than the hen health care is provided, or no less than \$11.96/hour for those s understood that the Living Wage will be adjusted upward each e required to pay the adjusted amount thereafter. The rates stated eriod.
b)	Please check the boxes below which apply to y	our workforce:
OR	☐ Employees who are assigned to any covered wage without health benefits Yes	City project or grant will be paid at or above the applicable living No
O.K	☐ Employees who are assigned to any covered wage with health benefits Yes	d City project or grant will be paid at or above the applicable living No
c)	To post a notice approved by the City regarding in which employees or other persons contracting	g the Living Wage Ordinance in every work place or other location g for employment are working.
d)	To provide the City payroll records or other doc	umentation as requested; and,
e)	To permit access to work sites to City represe complaints or non-compliance.	entatives for the purposes of monitoring compliance, investigating
The ur condition	ndersigned authorized representative hereby one under penalty of perjury and violation of the 0	obligates the contractor/vendor or grantee to the above stated Ordinance.
Company	y Name	Address City State Zip
Signature	e of Authorized Representative	Phone (area code)
Type or F	Print Name and Title	Email address
Date sign	ned	

Questions about this form? Please contact:

Procurement Office City of Ann Arbor Phone: 734/994-2719 Fax:734/994-1795

CITY OF ANN ARBOR HUMAN RIGHTS OFFICE CONTRACT COMPLIANCE FORM

Entire Organization (Totals for All Locations where applicable)

Name of Company/	Organizatio	າ							Dat	te Form Complet	ted	***	
Name and Title of P	erson Com	oleting this Fo	rm				Na	ame of Presid	dent				
Address								County		P	hone #		
(Street ad	ldress)		(City)		(State)		(Zip)	000,11,		• 7	(Area C	Code)	
Fax#				Em	ail Address								
(Area Cod	de)							\ T A					
	1					EMPLOYM		A I A f Employee				***************************************	
Job Categories						(Report em				')			
				Male				•		Fe	male		
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	TOTAL COLUMNS A-M
	A	В	С	D	F	G	Н	I	J	K	L.	M	A-W
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													A CALLERY WAY AND A CALLERY OF THE C
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

CITY OF ANN ARBOR HUMAN RIGHTS OFFICE CONTRACT COMPLIANCE FORM

Local Office (Only those employees that will do local or on-site work, if applicable)

Name and Title of Person Completing this Form	
Fax#(Area Code)	Email Address
	EMPLOYMENT DATA

						EMPLOYM					· · · · · · · · · · · · · · · · · · ·		
Late Oats was done						N	umber o	f Employee	s				
Job Categories													
	1400 10	T 5: .		Male	T	T	Female						
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or LatinO	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	TOTAL COLUMNS A-M
	Α	В	С	D	F	G	Н	I	J	К	L	M	7
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices	1												
Other													
TOTAL			<u></u>										
PREVIOUS YEAR TOTAL								,					

YOUR RIGHTS UNDER THE ANN ARBOR LIVING WAGE ORDINANCE

→ NEW RATE EFFECTIVE APRIL 30, 2007←

\$10.33 per hour

\$11.96 per hour

if the employer provides health care benefits*

if the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time *must pay those employees* performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

For Additional Information or to File a Complaint Contact:

Dee Lumpkin, Procurement Assistant

734/994-2719 or dlumpkin@a2gov.org

The law requires employers to display this poster where employees can readily see it.

^{*} Health Care benefits includes those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORM. ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND ALTER THE COVERAGE AFFORDED BY THE POLICIES BE INSURED. INSURER A HOME - OWNERS INSURANCE CO. INSURER B AUTO OWNERS INSURANCE CO. INSURER C: INSURER C: INSURER B: OVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HERRIN IS SUBJECT TO THE WILL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. WASK AUDTUL LITE INSIDE OF INSURANCE POLICY PERCETIVE POLICY EXPIRATION LIMITS OF INSURANCE AFFORDED BY THE POLICY NUMBER ON TO TO TO TO TO TO TO THE INSURANCE AFFORDED BY THE POLICY EXPIRATION LIMITS OF INSURER C: INSURE C: INSURER C: INSURER C: INSURER C: INSURER C: INSURER C:	TE D OR
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OFFICER/MEMBER EXCLUDED? If yes, describe under	00,000
SPECIAL PROVISIONS below E.L. DISEASE POLICY LIMIT \$ 50	00,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS	
RE: Swift Run Dog Park City of Ann Arbor is included as Additional	
Insured 7 MUST INCLUDE AS ADD'L INSURED.	
MUST NAME MUST INCLUDE AS ADD C INSURBO.	
PROJECT	
	DE THE EVEN LESS.
CITYA-2 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR DATE THEREOF, THE ISSUING INSURER WILL BEFORE MAIL 30	RE THE EXPIRATION DAYS WRITTEN
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TOPES 4 RECIPESTION MILET	TO ACCINTO OR
City of Ann Arbor 100 N. Fifth Avenue DELETE	
Ann Arbor MI 48104	

Specifications for

GENERAL REQUIREMENTS



GENERAL REQUIREMENTS

- A. INVESTIGATIONS The Contractor shall have visited the site, consulted all applicable drawings and records of existing utilities in the Contract area and made all other necessary investigation of conditions which might affect the work required by this Contract before submission of his/her bid. It shall be understood and agreed that the Contractor assumes all risks involved in performing the work required by this Contract and that his/her bid shall include the cost of all investigations.
- B. MEASUREMENT AND LAYOUT The Contractor will provide all measurement work necessary for layout of the project. All layout is subject to approval by the Parks & Recreation Services prior to proceeding with installation.
- C. MINOR CHANGES It shall be understood and agreed that should minor changes or deviations from the layout shown on the drawings be required by the Landscape Architect, they shall be made by the Contractor at no additional cost therefore.
- D. PROTECTION The Contractor shall erect and maintain fences, guardrails, lights and provide any other necessary safeguards to protect the public, the work and all property from any hazards that are an inherent part of the work under this Contract. The contractor shall provide all measures and methods to protect their work from vandalism or damage until opened for public use.

Technical Specifications

GAME COURT AND TENNIS COURT REPAIR



SCOPE OF THE WORK

The work covered by these specifications consist of furnishing all labor, equipment and materials, and performing all operations in connection with color coating, striping & crack repair of game courts.

Prior to applying this system, the net sleeves, center strap anchor and fencing shall be installed (by others) and approved by the owner. New asphalt shall be allowed a 30 day curing time before application of the color coat.

SURFACE PREPARATION:

- 1.) Allow asphalt to cure for a period of 14 days. Any depressions or "bird baths" that cover a nickel shall be marked and repaired with acrylic patch mix.
- 2.) Surfaces shall be broom cleaned, power washed or prepared sufficiently to receive color coating materials as per manufacturers' requirements.

TENNIS COURTS:

- 1.) Acrylic Resurfacer 1 coat. Surface shall be uniform texture, clean, and free of grease, oils and other foreign materials. Mix shall be the following: 55 gallons acrylic resurfacer, 20-40 gallons water, 600-900 lbs sand. The application rate shall be .05-.07 gallons per squre yard.
- 2.) Fortified Plexi-pave 2 coats 1st coast shall be applied at a rate of .1-.07 gallons per square yard. 2nd coat shall be applied at a rate of .07-.05 gallons per square yard.
- 3.) Line Paint all 2" lines are to be taped on each side of line and laid out as per attached sheets.

BASKETBALL COURTS:

- 1) Acrylic Resurfacer 2 coats. (Same as above for each coat.)
- 2.) Fortified Plexipave 2 coats (same as above).
- 3.) Plexiflor 2 coats. The application rate shall be .03 gallons per square yard per coat. Total application shall be not less than .06 gallons per square yard.
- 4.) Line paint same as above.