

**CITY of NOVI CITY COUNCIL**

**Agenda Item 2  
July 12, 2010**

**SUBJECT:** Approval to award a contract to Serv-Ice Refrigeration, Inc., lowest qualified bidder, for the Energy Efficiency Improvement Project at the Novi Ice Arena, in the not-to-exceed amount of \$134,323.

**SUBMITTING DEPARTMENT:** Department of Parks, Recreation and Cultural Services – Novi Ice Arena

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>\$134,323</b>
<b>AMOUNT BUDGETED</b>	<b>To be included in 1<sup>st</sup> Qtr. FY 2010-11 Budget Amendment</b>
<b>APPROPRIATION REQUIRED</b>	<b>\$134,323</b>
<b>LINE ITEM NUMBER</b>	<b>590-000.00-136.700</b>

**BACKGROUND INFORMATION:** The City of Novi submitted an invitation to bid to complete the Energy Efficiency and Conservation Block Grant (EECBG) Ice Arena Energy Conservation Measures on May 10, 2010. EECBG funds will be used to install energy efficiency improvement projects which include: 1) Heat recovery system for waste heat from compressors; 2) Larger heat coil piping for melt pit; 3) Compressor top-end rebuild; 4) External based Chiller for building air conditioning; 5) New energy management system to control ice plant operations. The Ice Arena expects to save an estimated \$20,906 in annual energy costs as a result of installing these measures.

One bid was received and opened on June 8, 2010. Staff and consultants held two pre-bid meetings to encourage as many vendors to bid the project as possible, however, due to the specialized nature of the ice arena refrigeration equipment only one vendor bid for this project. The equipment is unique in that it is used primarily in ice arenas and not in many other business settings and there are few companies that specialize in working on this type of equipment. Serv-Ice is the company that installed the equipment when the arena was built in 1998 and also services that equipment for the ice arena staff. Serv-Ice Refrigeration's bid is recommended because they have proven experience working within this field and have done work very similar to this across the state and region. This project is scheduled to be completed by November 2010. JS Vig's recommendation and bid evaluation spreadsheet, bid form from Serv-Ice and contract language are attached.

**RECOMMENDED ACTION:** Approval to award a contract to Serv-Ice Refrigeration, Inc., lowest qualified bidder, for the Energy Efficiency Improvement Project at the Novi Ice Arena, in the not-to-exceed amount of \$134,323.

	<b>1</b>	<b>2</b>	<b>Y</b>	<b>N</b>
<b>Mayor Landry</b>				
<b>Mayor Pro Tem Gatt</b>				
<b>Council Member Crawford</b>				
<b>Council Member Fischer</b>				

	<b>1</b>	<b>2</b>	<b>Y</b>	<b>N</b>
<b>Council Member Margolis</b>				
<b>Council Member Mutch</b>				
<b>Council Member Staudt</b>				

**CONTRACT FOR Novi Ice Arena Energy Conservation Measures**

**THIS CONTRACT FOR SERVICES AND MATERIALS** ("Contract"), dated July 12, 2010 is by and between the **City of Novi**, a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi Michigan, 48375 (hereinafter referred to as "Client"), and Serv-Ice Refrigeration, Inc. whose address is 143 Cady Centre, #207, Northville, MI 48167 (hereinafter referred to as "Contractor").

**THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:**

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

For payment by the Client as provided under this Contract, Contractor shall provide the materials and perform the services described on and in Schedule A (the "Work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

**Article II. Timing of Performance.**

Performance of this Contract shall commence on July 12, 2010, delivery of the materials and performance of the work shall be completed according to the timing set forth as part of Schedule A. The completion date for all services and delivery of all materials as described in Schedule A shall be 12 weeks, provided, however, that if delays in construction of the building delay contractor's performance, the completion date shall be extended for a period equal to the period of delay. The timing for performance of any such work may also be extended, if allowed in writing by the Client in its sole discretion.

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

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount not to exceed \$134,323.00 for services and materials as specifically set forth in the completed Proposal attached which are part of the attached Schedule A. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. The Client agrees to pay Contractor amounts due within thirty (30) days of receipt of an itemized billing/invoice from Contractor detailing all materials provided and work performed in connection with the billing and the hours and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A, unless specifically identified in Schedule A as reimbursable expenses and such expenses have been approved by the Client or its designee. Contractor will obtain written approval of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

**Article IV: Termination.**

- A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days notice in writing of such termination.
2. For convenience: The Client may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The Client shall pay all reasonable costs incurred by the Client up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.
- B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

**Article V: Independent Contractor/Vendor Relationship.**

- A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor and/or vendor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

- B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

**Article VI: Liability and Insurance.**

- A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.
- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule B, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insured, but with such coverage being primary and non-contributory as described in the attached Schedule B.

**Article VII: Information.**

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

**Article IX: General Provisions.**

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Consultant. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- B. Compliance with Laws. This Contract and all of Consultant's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Consultant represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

Davis-Bacon Act: The Contractor agrees to comply with the requirements of the Davis-Bacon Act as it applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. All laborers and mechanics on projects funded directly by or assisted in whole or in part by and through funding appropriated by the Act are paid wages at rates

not less than those prevailing on projects of a character similar in the locality as determined by subchapter IV of Chapter 31 of title 40, United States Code (Davis-Bacon Act).

American Recovery and Reinvestment Act: The Contractor shall comply with the provisions of the American Recovery and Reinvestment Act (ARRA) for EECBG projects.

The Buy American provision in the American Recovery and Reinvestment Act of 2009 (section 1605 of Title XVI), provides that, subject to three listed exceptions (non-availability, unreasonable cost, and inconsistent with the public interest), none of the funds appropriated or otherwise made available by the Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all the iron, steel, and manufactured goods used are produced in the United States. The law also requires that this provision be applied in a manner consistent with U.S. obligations under international agreements.

The provisions of this guidance apply to all recipients, sub-recipients and contractors working on projects using Recovery Act funding. The Buy American Recovery Act provisions only apply to projects funded under the Recovery Act for the construction, alteration, maintenance or repair of a public building or public work.

The contractor shall provide all necessary documentation to meet the ARRA Buy American Provision including but not limited to manufacturer information of all newly installed equipment, invoices for new equipment, and certification from the manufacturer that the new equipment was manufactured in America.

Waste Stream Management: The Contractor shall satisfy Waste Stream Conditions by obtaining and supplying waste management plans to support NEPA reviews for EECBG projects.

Waste management plans are not required for projects that do not generate waste (e.g., hiring a consultant, conducting an energy audit). Waste management plans are also not required for projects that generate only insignificant quantities of non-hazardous waste. For example, a waste management plan would not be necessary for a retrofit project with a waste stream comprising only small quantities of caulking and associated materials. Where it is not obvious that a project will generate only insignificant quantities of waste, the Grantee should submit (or, in the case of subgrant programs, keep on file) waste management plans or seek guidance from a DOE NEPA Compliance Officer (NCO) to determine whether a waste management plan is necessary.

- C. Required Assurances – EECBG Grant: The Consultant agrees to abide by the requirements as identified within the Funding Opportunity Announcement issued by the U.S. Department of Energy under funding opportunity number DE-FOA-0000013 and ensures that all solid waste disposal will be handled in accordance with Federal and State regulations.
- D. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- E. Assignment. Consultant shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- F. Discrimination: The Consultant shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Consultant and the Client shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely

by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subjected to discrimination in the performance of this contract.

- G. Prohibition of Political and Religious Activity: There shall be no religious worship, instruction or proselytization as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations – lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.
- H. Equal Employment Opportunity: The Consultant shall comply with Executive Order 11246 of Sept. 24, 1965, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- I. Copeland “Anti-Kickback” Act: The Consultant shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 2). (Applies to contract and subgrants for construction or repair)
- J. Debarment, Suspension, Ineligibility and Voluntary Exclusion: The Consultant shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract. Additionally, the Consultant shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24.
- K. Dispute Resolution/Arbitration. The parties agree that any disputes regarding a claimed violation of this agreement shall first be submitted in writing to the other party in an attempt to settle the matter before pursuing other legal actions or notices provided for in this agreement. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response from the other party, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary. The aforementioned initial written communications between the parties also shall indicate whether the party is willing to submit the dispute to binding arbitration, non-binding mediation or other form of alternate dispute resolution, and share equally the costs for same. Upon the parties agreeing to any such method of dispute resolution and a timetable for doing so, pursuit of other legal actions shall be deferred until the process has been completed. In any binding arbitration, the arbitrator shall provide a written statement of the reasons and basis for an award or decision, a judgment of the Oakland County Circuit Court may be entered based on the arbitration award or decision, and each party shall be responsible for their own costs and attorney fees.
- L. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Consultant that it is hired by Client to work exclusively for Client and Consultant agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Consultant’s performance of the work.
- M. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

Client: City Manager Clay J. Pearson and City Clerk Maryanne Cornelius  
Consultant:

- N. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Consultant.
- O. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- P. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.
- Q. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

**IN WITNESS WHEREOF**, the Client and the Contractor have executed this Contract in Oakland County, Michigan, as of the date first listed above.

**WITNESS:**

**City of Novi ("Client"):**

\_\_\_\_\_

By: \_\_\_\_\_

David B. Landry  
Mayor

\_\_\_\_\_

By: \_\_\_\_\_

Maryanne Cornelius  
City Clerk

**WITNESS:**

**Contractor** \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Representative Name  
Title

1275476.3

## SCHEDULE B

### A. Insurance Requirements

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

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

1. Coverage: The Vendor shall maintain at its expense during the term of this Contract, the following insurance:
  - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
  - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an “Occurrence Basis” with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
  - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. Deductibles: The Vendor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
3. Insured: All policies shall name the Vendor as the insured.
4. Cancellation Notice: All policies shall be include the following language: “Should any of the above policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named on this certificate”.
5. Additional Insured: All policies include the following language “The City of Novi, their officers, agents, employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are added as additional insured.” Certificates of Insurance evidencing such coverage shall be submitted to Purchasing Department, City of Novi, 45175 W. Ten Mile Rd., Novi, MI 48375 prior to



commencement of performance under this Contract and at least 15 days prior to the expiration dates of expiring policies.

6. If any work is sublet in connection with this Contract, the Vendor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Vendor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City of Novi has the authority to vary from the specified limits as deemed necessary.
9. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City of Novi render inadequate insurance limits, the Vendor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Vendor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
10. Hold harmless/Indemnity
  - a. The Vendor agrees to save harmless and defend the City of Novi against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the City of Novi may suffer as a result of claims, demands, costs, or judgments against it arising from , out of or in consequence of the performance of this agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, it's officers, agents, or employees.
  - b. The Vendor agrees that is it its responsibility and not the responsibility of the City of Novi to safeguard the property and materials used in performing this contract. Further, the Vendor agrees to hold the City of Novi harmless for any loss of such property and materials used pursuant to the Vendors performance under this contract.
  - c. The Vendor shall not discriminate against any employee, or applicant for employment who is qualified to perform the work required in the execution of this contract because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Vendor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.



**Project Green**  
TAKING STEPS TOWARD REDUCING OUR CARBON FOOTPRINT

June 24<sup>th</sup>, 2010

Marina Neumaier  
 Assistant Finance Director  
 City of Novi  
 45175 W. Ten Mile Road  
 Novi, MI 48375

RE: City of Novi EECBG – Ice Arena Energy Conservation Measures

Ms. Neumaier,

Please find our recommendations for the energy improvements to the Novi Ice Arena. Bids for the Novi Ice Arena were received on June 8<sup>th</sup>, 2010 from Serv-Ice Refrigeration, Inc.

After careful evaluation to ensure that the bid is complete in regard to the written scope of work, the apparent low bidder is Serv-Ice Refrigeration. It is our recommendation to award the bid to Serv-Ice Refrigeration subject to your review.

We also recommend the alternate for the guard posts outside of the new HVAC unit. The new mechanical equipment should be protected from traffic near the rear of the building.

We do not recommend the alternate control system. It has been researched that the alternate control system proposed is equivalent to the specified control system, however, it is not manufactured in America and may cause dilemma's with the Buy American provision. Please reference the attached email from AKT Peerless.

Based on our recommendations the total bid will breakdown as follows:

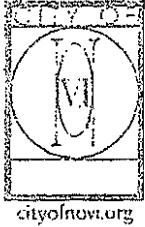
	<u>Serv-Ice Refrigeration</u>
Base Bid	\$ 133,323.00
Alternate Guard Post Protection	<u>\$ 1,000.00</u>
Revised Total w/ Alt	\$ 134,323.00

Please see the breakdown summary attached in the bid evaluation worksheet. If you should have any questions please do no hesitate to contact me.

Sincerely,

Justin Barringer, LEED AP  
 Project Manager

Serv-Ice



CITY OF NOVI  
BID FORM

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

**EECBG – ICE ARENA ENERGY CONSERVATION MEASURES**

A. Having carefully examined the Specifications, Addenda, and Building Site for the above project, the Undersigned Bidder proposes to provide labor and material to perform the complete scope of work

Base Bid One hundred thirty three thousand three hundred  
twenty three dollars. Dollars \$ 133,323.00

We acknowledge receipt of the following Addenda:

No. 1, dated 5-11-10  
No. 2, dated 5-21-10

No. 3, dated 5-27-10  
No. \_\_\_\_\_, dated \_\_\_\_\_

Voluntary Alternates (use separate sheet if necessary):

Description	ADD	DEDUCT
<u>1. TCI Control System Energy Management</u>	\$ _____	\$ <u>5000.00</u>
<u>2. Guard Post of A/C Unit</u>	\$ <u>1000.00</u>	\$ _____
<u>3. _____</u>	\$ _____	\$ _____
<u>4. _____</u>	\$ _____	\$ _____

Exceptions to specifications (all exceptions must be indicated here):

Therma Stor Hot Water Heat Recovery Units in lieu of Doucelle.

(bid form continues on next page)

Comments:

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Company (Legal Registration) Serv-Ice Refrigeration


Address 143 Cady Centre, #207

City Northville State MI Zip 48167

Telephone 248-735-6000 Fax 248-735-6001

Representative's Name (printed) Robert Bishop

Representative's Title: President

Signature 

E-mail rbishop4@comcast.net

Date 6-8-10



## **SERV-ICE REFRIGERATION, INC.**

143 Cady Centre, #207 • Northville, MI 48167 • Phone: (248) 735-6000 • Fax: (248) 735-6001

June 8, 2010

City of Novi  
45175 W. Ten Mile Road  
Novi, MI 48375

### **EECBG-Ice Arena Energy Conservation Measures**

#### **Statement of Compliance**

Serv-Ice Refrigeration, Inc. will comply with the provisions of the American Recovery and Reinvestment (ARRA), Davis-Bacon and NEPA Waste Stream Acts as required for this bid

Robert Bishop, President



## **SERV-ICE REFRIGERATION, INC.**

143 Cady Centre, #207 • Northville, MI 48167 • Phone: (248) 735-6000 • Fax: (248) 735-6001

June 8, 2010

### **Schedule of Construction**

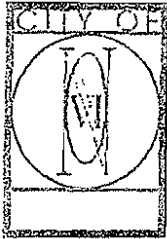
Top End Compressors-2 weeks total material lead- time and installation

Hot Water System-6 week total material lead -time and installation

AC-6 weeks total material lead -time and installation

Heat Exchanger-2 weeks total material and installation lead -time

Energy Management-6 weeks total material and installation lead-time.



cityofnovi.org

CITY OF NOVI  
REQUEST FOR QUALIFICATIONS

**COMPANY INFORMATION**

Name of Firm Serv-Ice Refrigeration, Inc.  
 Address 143 Cady Centre, #207  
 Address (local facility) \_\_\_\_\_  
 Distance of facility from the Novi Civic Center 10 miles  
 City, State, Zip Northville, MI 48167  
 Telephone 248-735-6000 Fax 248-735-6001  
 Mobile 313-600-8655  
 Agent's Name (please print) Robert Bishop  
 Agent's Title President  
 Email address rbishop4@comcast.net  
 Website \_\_\_\_\_

**COMPANY BACKGROUND**

Organizational structure (Corp, Partnership, etc): Corporation

Firm Established: 1985

How many full time employees? 6 Part time? Seasonal

Are you able to provide insurance and bonding coverage as required by this bid? Yes

Are you able to provide the bonding with the language as required in these specifications? Yes

Provide a letter regarding your bonding capacities.

List the scope of services (type of work) you are able to perform.

Ammonia refrigeration, Heating (HVAC), Energy Management,  
Installation, Sales, Technical services, pipe welding, temperature  
controls,

List any professional licenses/certifications you/your employees have obtained that relate to this bid.

<u>Unlimited Heating</u>	<u>Refrigeration</u>
<u>Unlimited Refrigeration</u>	<u>! State of Michigan</u>
<u>HVAC</u>	<u>/ Mechanical license #7108129</u>
<u>Duct work</u>	<u>/</u>

Provide a list of all technicians and other professional staff to be assigned to this project.

Bob Bishop  
Alan Coill  
Keith Perry  
Tim Geurtin  
Larry Hermann  
Ray Garchow  
Keith Bullard

Provide a list of equipment, tools, and other resources available to your firm to perform this contract.

With over 30 years experience, we have numerous resources available. We currently have all tools necessary to complete this project.

Provide a list of all open contracts your company currently holds. Include contract name, organization, type, size, required date of completion, percentage of completion, and value of contract.

- Five Rivers Metro Parks - Outdoor Ice Arena - completion Fall 2010 - 90% complete  
value \$ 615,000.00
- City of Westland - Mike Modano Ice Arena Renovations - completion Fall 2010  
0% complete - value \$ 384,000.00

**REFERENCES**

Provide at least three (3) current references that are comparable in scope to this bid. Several references from municipalities would be desirable. Include entity name, contact name and phone number, and project information.

See attached



Provide three (3) ice arena projects completed in the last five years including references for ice arena projects.

See attached

Provide any additional information you would like to include which may not be included in the information above. You may attach additional sheets if necessary.

**THE INFORMATION INCLUDED IN "REQUEST FOR QUALIFICATIONS" IS A TRUE STATEMENT OF FACTS:**

Signature of Authorized Company Representative: Robert Bishop

Representative's Name (please print): Robert Bishop

Date: 6-8-10



## SERV-ICE REFRIGERATION, INC.

143 Cady Centre, #207 • Northville, MI 48167 • Phone: (248) 735-6000 • Fax: (248) 735-6001

### References and Major Projects Last 5 Years:

1. City of Wyandotte Yack Arena, 246 Sycamore Street Wyandotte, MI 48192  
Year: 2006  
Scope: Replacement of concrete rink floor, refrigeration system and air conditioning. Design/build.  
Contract Value: \$550,000.00  
Site Contact: Brad Schmidt 734-365-2851  
Owner: City of Wyandotte, Dept of Recreation 3131 Third Street Wyandotte, MI 48192- Phone: 734-324-7295
2. City of Royal Oak Lindell Arena, 1403 Lexington Avenue Royal Oak, MI 48073  
Year: 2009  
Scope: Replacement of concrete rink floor, installed new subsoil heating and evaporative condenser pump. Design/build.  
Contract Value: \$465,000.00  
Site Contact: Ron Holbrook 248-246-3961  
Owner: City of Royal Oak 211 Williams Street Royal Oak, MI 48068
3. Ferris State University Ewigelben Arena 901 S. State Street, Big Rapids, MI 49307  
Year: 2008  
Scope: NHL and studio floor replacement and new indoor sump tank  
Contract Value: \$600,000  
Owner: Ferris State University 420 Oak Street Big Rapids, MI 49307  
Site Contact: Mike Hughes or Roger Bula 231-591-2920  
Engineer: Ferris State University Engineering Department. Roger Bula
4. Greater Midland Community Center Curling Rink, 2001 George Street Midland, MI 48640  
Year: 2008  
Scope: Replacement of concrete rink floor and new pump  
Contract Value: \$175,000.00  
Owner: Greater Midland Community Centers, Inc. 2001 George Street Midland, MI 48640  
Architect: DTS Winkleman 62 Commerce S.W., Suite 200 Grand Rapids, MI 49503 -Tad Bultema 616-451-4707.
5. City of Grosse Pointe Farms Pier Park Arena 350 Lakeshore Road Grosse Pointe Farms, MI 48236  
Year: 2008  
Scope: Ice rink refrigeration and concrete floor design /build install complete  
Contract Value: \$360,000.00  
Owner: City of Grosse Pointe Farms 90 Kerby Road Grosse Pointe Farms, MI 48236  
Architect: Ehrsmann Associates 803 W. Big Beaver Rd, Suite 350 Troy, MI 248-244-9710 Elizabeth Muzyk
6. City of Trenton, Kennedy Ice Arena 3101 West Road, Trenton, MI 48183  
Year: 2005

- Scope: Refrigeration system for ice rink  
Contract Value: \$200,000.00  
Owner: City of Trenton, 2800 Third Street Trenton, MI 48183  
General Contractor: CMS Construction, Novi, MI
7. City of Findlay Ohio, Hancock Recreation Center, 3434 North Main Street, Findlay, OH 45840  
Year: 2006  
Scope: Ice Rink Enhancement new chillers, ammonia compressors and pumps.  
Contract Value: \$190,000.00  
Owner: City of Findlay Ohio, Municipal Building Room 310, 318 Dorney Plaza, Findlay, OH 45840
8. Clark Park Arena 1130 Clark Avenue, Detroit, MI 48209  
Year: 2005  
Contract Value: \$513,000.00.  
Scope: Refrigeration system and floor for ice rink  
General Contractor: J. L. Judge Construction Services 1551 Rosa Parks Blvd. Suite 8 Detroit, MI 48216
9. Suburban Macomb Arena 54755 Broughton Road, Macomb, MI 48042  
Year: 2005  
Contract Value: \$660,000.00  
Scope: Design/build of ice rink refrigeration system and floor for ice rink  
Owner: Suburban Ice Management, 23995 Freeway Park Drive Farmington, MI 48335  
General Contractor: Frank Rewold & Son 333 East Second Street, Rochester, MI 48307  
Architect: Rossetti & Associates 2 Towne Square, Southfield, MI 48076
10. City of Midland Civic Arena 405 Fast Ice Drive, Midland, MI 48640  
Year: 2005  
Contract Value: \$924,447.00  
Scope: Design/build of ice rink refrigeration system  
Owner: City of Midland 333 West Ellsworth, Midland, MI 48640  
General Contractor: Three Rivers Corporation 3069 Vantage Point Dr. Midland, MI 48641

**Current Project:**

1. Five Rivers MetroPark Phase II Ice Rink Dayton Ohio  
Value: \$580,000.00  
Scope: Design/build complete ice arena concrete floor and ammonia refrigeration system.  
Owner: Five Rivers Metro Parks

**Ice Rink Refrigeration and Related Systems Completed  
By Serv-Ice Refrigeration, Inc.**

**Refrigeration Systems Installed and Design Build**

1. Detroit Skating Club, Bloomfield Hills, Michigan
2. Lakeland Tri Arenas, Waterford, Michigan
3. Tam-O-Shanter<sup>1</sup> Arena, Sylvania, Ohio
4. City of Farmington Hills Ice Arena, Farmington Hills, Michigan
5. Flint Iceland Arenas, Flint, Michigan
6. City of Dearborn Adray (DISC) Arena, Dearborn, Michigan
7. Great Lakes Sports City, Fraser, Michigan
8. City of Royal Oak Lindell Arena, Royal Oak, Michigan
9. City of St. Clair Shores Ice Arena, St. Clair Shores, Michigan
10. Wexford County Civic Arena, Cadillac, Michigan
11. Suburban Training Centers, Farmington Hills, Michigan
12. City of Novi Ice Arena, Novi, Michigan
13. Delta Plex, Grand Rapids, Michigan
14. West Bloomfield Sports Club, West Bloomfield, Michigan
15. City of Melvindale Community Arena, Melvindale, Michigan
16. Avalanche Ice Mountain Arena, Burton, Michigan
17. Arctic Pond Ice Arena, Plymouth, Michigan
18. Lansing Ice Dome, Lansing, Michigan
19. University of Liggett School McCann Arena, Grosse Pointe Woods, Michigan
20. Pavilion Arena, Ann Arbor, Michigan
21. Michigan State Fairgrounds Ice Arena, Detroit, Michigan
22. Onyx Ice Arena, Rochester, Michigan
23. City of Fremont Recreation Center Ice Arena, Fremont, Ohio
24. Kensington Valley Ice House Arena, Brighton, Michigan
25. City of Grosse Pointe Community Arena, Detroit, Michigan
26. City of Gladwin Ice Arena, Gladwin, Michigan
27. Tawas City Ice Arena, Tawas City, Michigan
28. City of Petoskey Griffin Sports Park Arena, Petoskey, Michigan
29. Boyne City Arena, Boyne City, Michigan
30. Polar Palace Ice Arena, Lapeer, Michigan
31. City of Cleveland Heights Community Arena, Cleveland Heights, Ohio
32. Rosa Parks Boulevard Monroe Center Arena, Grand Rapids, Michigan
33. City of Livonia Community Arena, Livonia, Michigan
34. City of Southgate Community Arena, Southgate, Michigan
35. Thunder Bay Recreation Center Arena, Alpena, Michigan
36. Arctic Edge Arena, Canton, Michigan
37. Arctic Coliseum Arena, Chelsea, Michigan
38. Ferris State University, Grand Rapids, Michigan
39. St. Mary of Orchard Lake Schools, Orchard Lake, Michigan
40. Hartland Sports Arenas, Hartland, Michigan
41. City of Allen Park Community Center Ice Arena, Allen Park, Michigan
42. City of Detroit, Campus Martius, Downtown Detroit, Michigan
43. City of Trenton, Community Ice Arena, Trenton, Michigan

44. Troy Sports Center, Troy, Michigan
45. Hobart Arena, Troy, Ohio
46. Midland Community Arena, Midland, Michigan
47. Suburban Macomb Arena, Macomb, Michigan
48. Private Residence, Northville, Michigan
49. Clark Park Outdoor Arena, Detroit, Michigan
50. City of Findlay Ohio, Hancock Recreation Center Arena, Findlay, Ohio
51. Peak Arena at Summit North Academy, New Hudson, Michigan
52. City of Wyandotte, Benjamin Yack Recreation Center Arena, Wyandotte, Michigan
53. Private Residence, Bloomfield Hills, Michigan
54. Private Residence, Plymouth, Michigan
55. Ferris State University, Big Rapids, Michigan
56. Greater Midland Community Center Curling Rink, Midland, Michigan
57. Pier Park Outdoor Ice Arena, City of Grosse Pointe Farms, Michigan

#### **Dehumidification**

- Detroit Skating Club, Bloomfield Hills, Michigan
- Lakeland Tri Arenas, Waterford, Michigan
- Tam-0-Shanter Ice Arena, Sylvania, Ohio
- Flint Iceland Arenas, Flint, Michigan
- City of Dearborn Adray (DISC) Arena, Dearborn, Michigan
- City of Southfield Civic Center, Southfield, Michigan
- Grand Oaks Ice Arena, Howell, Michigan
- City of St. Clair Shores Civic Arena, St. Clair Shores, Michigan
- Oak Park Honey Baked Hockey Club, Oak Park, Michigan
- Suburban Training Centers, Farmington Hills, Michigan
- Avalanche Ice Mountain Arena, Burton, Michigan
- Galdwin Ice Arena, Gladwin, Michigan (consult)
- Polar Palace Arena, Lapeer, Michigan
- Glacier Point Arena, Port Huron, Michigan (consult)
- Arctic Edge Arena, Canton, Michigan
- Arctic Pond, Plymouth, Michigan
- Arctic Coliseum, Chelsea, Michigan
- City of Lincoln Park, Lincoln Park, Michigan
- Troy Sports Center, Troy, Michigan
- ARC Arena, East Lansing, Michigan

#### **State-of-the-Art Energy Management Systems**

- City of Southgate Arena, Southgate, Michigan
- City of Cleveland Heights Community Center, Cleveland Heights, Ohio
- Tam-0-Shanter Ice Arena, Sylvania, Ohio
- City of Plymouth Ice Arena, Plymouth, Michigan
- Saginaw County Events Center Ice Arena, Saginaw, Michigan
- Rosa Parks Monroe Center, Grand Rapids, Michigan
- Fremont Recreational Center, Fremont, Ohio
- Arctic Edge Arena, Canton, Michigan
- Arctic Coliseum, Chelsea, Michigan

City of Novi Ice Arena, Novi, Michigan  
Great Lakes Sports City, Fraser, Michigan  
Polar Palace Arena, Lapeer, Michigan  
City of Lincoln Park Ice Arena, Lincoln Park, Michigan  
Troy Sports Center, Troy, Michigan  
Orchard Lake Schools St. Mary Ice Arena, Orchard Lake Michigan

**Dasher Boards**

Detroit Skating Club, Bloomfield Hills, Michigan  
Lakeland Tri-Arenas, Waterford, Michigan (Consulting)  
Flint Iceland Arenas, Flint, Michigan  
Cranbrook Schools Wallace Ice Arena, Bloomfield Hills, Michigan  
City of Dearborn, Dearborn, Michigan (In-line dashers)  
Suburban Training Centers, Farmington Hills, Michigan  
City of Novi Ice Arena, Novi, Michigan  
West Bloomfield Sports Club, West Bloomfield, Michigan  
Avalanche Ice Mountain Arena, Burton, Michigan  
Arctic Pond Ice Arena, Plymouth, Michigan  
Arctic Coliseum Arena, Chelsea, Michigan  
Pavilion Arena, Ann Arbor, Michigan  
Michigan State Fair Grounds Arena, Detroit, Michigan  
City of Fremont Recreation Center, Fremont, Ohio  
City of Taylor, Taylor, Michigan (In-line)  
Kensington Valley Ice House Arenas, Brighton, Michigan  
City of Grosse Pointe Community Arena, Detroit, Michigan  
City of Plymouth Community Arena, Plymouth, Michigan

## CONTRACTOR BID EVALUATION FORM

Project: Novl Ice Arena  
 Project #:   
 Budget: \$136,970.00

Trade: Refrigeration  
 Spec Section:   
 Method:

Date: 6/23/10  
 Bid Date: 6/8/10  
 Start Date:   
 Est. Schedule:

	Bidder:	Serv-Ice Refrigeration, Inc.
	Contact:	Robert Bishop
Scope of Work Description:	Voice #:	(313) 600-8655
Permits		Yes
Prevailing Wage/Davis Bacon		Yes
Waste Stream Management Plan		Yes
ARRA Compliant		Yes
Schedule for Completion, start date of 7/13/10		10 weeks
Closeout Manuals, Training, Inspection		Yes
Bonds/Insurance		Yes
1 year parts and labor warranty		Yes
<b>BASE BID</b>		<b>\$133,323.00</b>
Top-end rebuild for two existing refrigeration compressors		
- Vilter Genuine Parts		Yes
- Valve Plates, Springs, Gaskets for 3/75 ton Vilter Compressors		Yes
Hot Water Systems off Compressor Waste Heat		
- Hot Water De-superheater		Yes
- New hot water storage tanks		Yes
- Doucette Equipment		No - Therma Stor not specified
Chiller for building AC		
- Disconnect ac chilled water from ice sheet refrigeration		Yes
- Place dedicated chiller on a new concrete pad		Yes
- Chiller Capacity 75 tons, 38% glycol		Yes
- Concrete Pad, pipes, valves, fittings, electrical		Yes
- Interface to existing building control system		Yes
- Carrier, York, or Trane		Yes - Trane
Heat Exchanger Pipe in ice melting pit		
- stainless steel heat exchange pipe		Yes
Ice Plant Management System		
- OPTO 22 DDC control system		Yes
- PAC Project Software Suite		Yes
- Automatic Temperature Scheduling Throughout the Day		Yes
- Web Based		Yes
- Remote Alarm		Yes
- Computer Graphic and System Diagnostic Capabilities		Yes
- Accommodate custom subroutines		Yes
- Monitor supply and return brine temps, compressor head pressure		Yes
- Monitor condenser conditions, outside air temp, ice temp, infrared		Yes
Provide sealed design drawings for permit		
- Schedule to complete design drawings, from date of award 7/12		2 weeks
Demolition as needed		Yes
Masonry Repairs as needed		Yes
Roof Repairs as needed		No - not necessary
Structural Steel		Yes
Concrete		Yes
Painting as required for repairs		Yes
Louvers		No - not necessary
Testing & Balancing		Yes
Other		
<b>Total</b>		<b>\$133,323.00</b>

**ALTERNATES**

TCI Energy Mgmt Control System (not recommended)	-\$5,000.00
Guard posts outside of new air chiller (2) (recommended)	\$1,000.00
<b>Totals (with alternates)</b>	<b>\$134,323.00</b>

Prepared By: Justin Barringer  
 Project Manager

Reviewed By: \_\_\_\_\_  
 Estimator

Approved By: \_\_\_\_\_  
 Owner