

CITY of NOVI CITY COUNCIL

**Agenda Item C
July 19, 2010**

SUBJECT: Approval to award a one year contract with two one-year renewal options to R.W. Mead & Sons, Inc. for heating, ventilation, and air conditioning (HVAC) services. The contract includes scheduled inspection, preventive maintenance and service/repair at an estimated annual cost of \$35,000.

SUBMITTING DEPARTMENT: Facility Operations

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	Estimated \$35,000
AMOUNT BUDGETED	\$35,000
APPROPRIATION REQUIRED	None
LINE ITEM NUMBER	814 - Contractual Services 934 - Building Maintenance. For Departments: 265, 301, 337, and 442.

BACKGROUND INFORMATION:

The City of Novi contracts HVAC services for the following municipal facilities: Civic Center, Police Station, Indoor Gun Range, Department of Public Services, CEMS Building, Ice Arena, Fire Stations 1, 2, 3, and 4. Additionally, we have included an option to allow the Library to leverage this contract, should they choose, for services not covered by existing warranties. The scope of services provided by the vendor is as follows: scheduled preventive maintenance, repairs, and seasonal startup/shutdown. Vendor will also be responsible for providing a complete inventory of HVAC units and components including serial numbers, belt sizes, filter types and sizes.

This request for proposals was posted on the Michigan Intergovernmental Trade Network (MITN). This process resulted in seven vendor proposals for this service. A team comprised of City staff reviewed the proposals. The team evaluated the firm's qualifications and costing for annual preventive maintenance/inspection (base bid), hourly rates, and material markup. After careful review it is the recommendation of this team to award the HVAC Maintenance/Professional Services contract to R. W. Mead & Sons, Inc.

RECOMMENDED ACTION:

Approval to award a one year contract with two one-year renewal options to R.W. Mead & Sons, Inc. for heating, ventilation, and air conditioning (HVAC) services. The contract includes scheduled inspection, preventive maintenance and service/repair at an estimated annual cost of \$35,000.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Crawford				
Council Member Fischer				

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

CITY OF NOVI
HVAC MAINTENANCE PROFESSIONAL SERVICES CONTRACT BID TAB

5/27/2010
3:00 P.M.

Base Bid-Inspections	Frequency	QTY	Service Unit	Service Total	Tech Mechanical	Tech Mech Total	R.W. Mead Unit	R.W. Mead Total	B&C Ten Air Unit	B&C Ten Air Unit	B&C Ten Air Total	Level 1 Unit	Level 1 Total	K & S Ventures Unit	K&S Ventures Total	Great Lakes Mechanical	Great Lakes Total
Civic Center	once per quarter	4	490	1,960	1,485	5,940	1,250	5,000	1,470		5,880	1,793	7,172	1,700	6,800	6,528	26,112
Police Dept.	once per quarter	4	320	1,280	966	3,864	850	3,400	780		3,120	978	3,912	1,200	4,800	3,484	13,936
Indoor Gun Range	twice per year	2	170	340	175	350	280	560		185	370	244	488	400	800	938	1,876
DPS	twice per year	2	170	340	1,050	2,100	780	1,560		1,098	2,196	1,711	3,422	2,650	5,300	6,146	12,292
CEMS Building	twice per year	2	100	200	133	266	200	400		185	370	163	326	325	650	345	690
Fire Station 1	twice per year	2	200	400	201	402	480	960		325	650	326	652	800	1,600	475	950
Fire Station 2	twice per year	2	240	480	241	482	280	560		280	560	163	326	400	800	1,404	2,808
Fire Station 3	twice per year	2	90	180	95	190	200	400		210	420	244	488	475	950	947	1,894
Fire Station 4	twice per year	2	340	680	349	698	800	1,600		730	1,460	326	652	1,350	2,700	1,455	2,910
TOTAL ANNUAL				5,860		14,292		14,440			15,026		17,438		24,400		63,468
Alternate #1 Library	once per quarter	4	660		T & M		Time & materials		T & M			81.50/hr		T & M		7,016	
Alternate #2 Ice Arena	once per quarter	4	510	2,040	572	2,288	390	1,560	912		3,648	470	1,880	800	3,200	2,681	10,724
Alternate #3 Meadowbrook Commons	twice per year	2	1,680	3,360	5,695	11,390	3,600	7,200		1,100	2,200	5,053	10,106	4,500	9,000	19,588	39,176
Repairs/Service/Shutdown/Startup																	
Regular Hours	M-F 8-5pm, DPS 7:30-4 pm		84		85		69		7:30-5:00 p.m. First 1/2 hr - \$94.75 Hourly rate \$89.50/hr	7:30-5:00 p.m. First 1/2 hr - \$87.00 Hourly rate \$74.00/hr		81.50		65		82	
Overtime Hours	M-F after 8, first 8 on Sat		120		127.50		98		After 5:00 p.m. M-F/Saturday & Sunday First 1/2 hr - \$110.00 Hourly rate - \$120/hr	After 5:00 p.m. M-F/Saturday & Sunday First 1/2 hr - \$97.50 Hourly rate - \$95.00/hr		122		95		110	
Sunday Hours	12 am Sat - 8 am Mon		120		127.50		132					122		95		140	
Holidays	5 pm prior night - 8 am following day		120		170		132		142/hr	115/hr		142		95		140	
Materials																	
Markup from wholesale cost %			20%		30%		15%		22%	22%		17%		20%		28%	

CONTRACT FOR HVAC MAINTENANCE SERVICES

THIS CONTRACT FOR SERVICES AND MATERIALS ("Contract"), dated July 19, 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 R.W. Mead & Sons, Inc. whose address is 33795 Riviera, Fraser, Mi 48026 (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 services and materials 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. Term of Agreement.

Performance of this Contract shall commence on July 19, 2010 and end on July 19, 2011. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments at the same prices, terms, and conditions of the original contract.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount 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. The Client reserves the right to remove items from Schedule A (Preventive Maintenance/Inspections) should those items be covered under warranty. 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 insureds, 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 VIII: General Provisions.

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. 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 Contractor'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. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.

- D. Assignment. Contractor 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.
- E. 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.
- F. 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 Contractor that it is hired by Client to work exclusively for Client (and by extension for the Township should the work be accepted and implemented by the Township) and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.
- G. 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
Contractor: R. W. Mead & Sons, Inc. Attn. John Mora
- H. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.
- I. 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.
- J. 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.

K. 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



**CITY OF NOVI
PROPOSAL FORM**

HVAC MAINTENANCE / PROFESSIONAL SERVICES CONTRACT

We the undersigned as proposer, 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.

SCHEDULED PREVENTIVE MAINTENANCE (INSPECTIONS)

BASE BID	FREQUENCY	COST PER INSPECTION
Civic Center	Once per quarter	\$ 1,250.00
Police Department	Once per quarter	\$ 850.00
Indoor Gun Range	Twice per year (June/October)	\$ 280.00
DPS Facility	Twice per year (June/October)	\$ 780.00
CEMS Satellite Building	Twice per year (June/October)	\$ 200.00
Fire Station #1	Twice per year (June/October)	\$ 480.00
Fire Station #2	Twice per year (June/October)	\$ 280.00
Fire Station #3	Twice per year (June/October)	\$ 200.00
Fire Station #4	Twice per year (June/October)	\$ 800.00

ALTERNATES	FREQUENCY	COST PER INSPECTION
Alternate #1 – Novi Public Library	Once per quarter	\$ T&M
Alternate #2 – Novi Ice Arena	Once per quarter	\$ 390.00
Alternate #3 – Meadowbrook Commons	Twice per year (June/September)	\$ 3,600.00

REPAIRS/SERVICE CALLS/STARTUP/SHUTDOWN HOURLY RATES

DESCRIPTION	HOURLY RATE
Regular Working Hours M-F 8:00 AM -5:00 PM (DPS Working Hours M-F 7:30am-4 pm.)	\$ 69.00
Overtime Working Hours M-F after 8, first 8 on Sat.)	\$ 98.00
Sunday Hours (12 Midnight Sat – 8 AM Mon)	\$ 132.00

Holidays (5 PM prior night – 8 AM following day)	\$ 132.00
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MATERIALS

Materials Markup from Wholesale Cost (%)	15 %
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OTHER CHARGES

Are there any other costs or charges that have not been addressed? Yes No
If yes, please identify (i.e. disposal charges, etc.). All other charges must be clearly identified and described here, otherwise, they will not be allowed by the City.

TERMS & CONDITIONS:

The City of Novi retains the right to obtain competitive pricing for component parts with a cost in excess of \$1,000.

We acknowledge the following addendums: #1
(please list numbers)

Exceptions to Specifications: _____

Comments: _____

Company R.W. Mead & Sons, Inc.

Address 33795 Riviera

City Fraser State MI Zip 48026

Telephone 586-296-3650 Fax 586-294-0410

Name (printed) John Mora Title: Contract/Project Manager

E-mail jmora@rwmead.com

Signature  Date 5/27/10



CITY OF NOVI
QUALIFICATIONS QUESTIONNAIRE
HVAC MAINTENANCE/
PROFESSIONAL SERVICES CONTRACT

The contractor shall complete a Qualification Questionnaire to contain at a minimum the following information. Failure to answer all questions may result in rejection of your proposal.

Name of Firm R.W. Mead & Sons, Inc.
Address: 33795 Riviera
City, State Zip Fraser, MI 48026
Telephone 586-296-3650 Fax 586-294-0410
Mobile 586-202-5088
Agent's Name (please print) John Mora
Agent's Title Contract/Project Manager
Email Address: jmora@rwmead.com
Website www.rwmead.com

1. Organizational structure: Corporation, Partnership, etc. Corporation
2. Has any officer or partner of this organization owned or operated a company that declared bankruptcy during the last 10 years? No Yes
When: _____
3. How many years has your organization been in business under its present name? 34yrs
4. Under what other or former names has your organization operated? None
5. How many full time employees? 20 Part time? 0
6. Telephone Numbers for Service Calls
Business Hours: 8:00am - 5:00pm 586-296-3650
Night & Weekend Hours : After 5:00pm Night 586-296-3650
24 hour weekend
7. Provide your procedure for handling night & weekend calls. Include response times. Failure to provide this information with your proposal will result in the rejection of your proposal.
After hour calls are received by answering service who will then
notify "on call" personnel who will dispatch service tech.

8. Address of your local facility 33795 Riviera, Fraser, MI 48026
9. Does your company inventory replacement parts and components for its service contracts at its local facility? yes
- If not, how does the company acquire replacement parts and components? _____

10. Are you able to provide insurance coverage as required by this RFP? yes

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

- Sheet metal repair and fabrication
- Piping and refrigeration repairs
- All mechanical service repairs and replacement
- Mechanical Design & Build qualifications

12. Provide a list of all personnel to be assigned to this contract. Include name, title, license number, years of experience, full/part time, on-call availability, qualifications, professional licenses/certifications, etc. Attach additional sheets if necessary.

- Bob Carroll, Journeyman 636 Pipefitter with 33yrs experience and 24 hour on-call availability. Qualified to work on boilers, controls, chillers and unlimited tonnage roof-top cooling units.
- Dan Norris, Journeyman 636 Pipefitter with 30yrs of experience and 24 hour on call availability. Qualified to work on boilers, chillers and unlimited tonnage roof-top cooling units. Dan Norris also lives in the area.

13. Provide information about your experience with Johnson Controls Niagara Framework software management system. Provide name of person assigned to our account with this experience, how many years experience, etc.

Bob Carroll, Journeyman 636 Pipefitter has 10yrs of Johnson Controls Niagara Framework software management system experience.

14. Will you be using any subcontractors for any work that may be performed under the specifications or that the City may request? If so, provide examples of subcontractors including company name, hourly rates and additional costs including any administrative overhead. AES/Roger Gehle, for Johnson Controls programming.

\$100 hourly rate

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

16. What is your company's approach (methodology) to maintaining operating efficiency of HVAC equipment under your control?

Maintain equipment based on seasonal requirements.

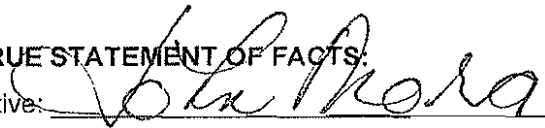
17. References: Provide at least four (4) references comparable in scope to this RFP. Use an additional sheet if you have more references to provide.

1. Company Name City of Flat Rock
Company Address 25500 Gibraltar Rd.
Contact Name John T Russ Phone number 734-782-0445
Length of contract Since 2004
Type of equipment covered under contract Roof-top HVAC units,
hot water boilers, air handling units, circulating pumps & furnaces.
2. Company Name Jordan Company Inc.
Company Address 200 E Long Lake Rd.
Contact Name Mike Liskey Phone number 248-644-2300
Length of contract Since 2004
Type of equipment covered under contract (5) 75 ton roof-top HVAC units,
boilers and circulating pumps
3. Company Name Akzo Nobel
Company Address 1845 Maxwell Dr.
Contact Name Paul Oleszkowicz Phone number 248-637-5245
Length of contract Since 1997
Type of equipment covered under contract HVAC roof-top units, boiler,
air handling units, exhaust fans and computer room units
4. Company Name The Taubman Company
Company Address 200 E Long Lake Rd., Suite 200
Contact Name Kenneth Dixon Phone number 248-258-7354
Length of contract Since 2004
Type of equipment covered under contract A/C computer room units with
roof-top air cooled condenser units.

18. Provide any additional information you would like to include which may not be included within this Questionnaire.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS.

Signature of Authorized Company Representative: _____



Representative's Name (please print) John Mora

Date May 27, 2010



**NOTICE - CITY OF NOVI
REQUEST FOR PROPOSALS**

**HVAC MAINTENANCE/
PROFESSIONAL SERVICES CONTRACT**

The City of Novi will receive sealed proposals for **HVAC Maintenance/ Professional Services Contract** according to the specifications of the City of Novi.

A mandatory pre-proposal meeting and walk-thru will be held Wednesday, May 12, 2010 at 10:00 A.M. beginning at the Novi Civic Center, 45175 W. Ten Mile Rd., Novi, MI 48375-3024.

Sealed proposals will be received until **3:00 P.M.** prevailing Eastern Time, **Thursday, May 27, 2010** at which time proposals will be opened and read. Proposals shall be addressed as follows and delivered to:

**CITY OF NOVI
CITY CLERK'S OFFICE
45175 W. Ten Mile Rd.
Novi, MI 48375-3024**

All proposals must be signed by a legally authorized agent of the proposing firm.
ENVELOPES MUST BE PLAINLY MARKED

"HVAC MAINTENANCE/PROFESSIONAL SERVICES CONTRACT"

AND MUST BEAR THE NAME OF THE PROPOSER.

The City reserves the right to accept any or all alternative proposals and award the contract to other than the lowest proposer, to waive any irregularities or informalities or both; to reject any or all proposals; 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.

Sue Morianti
Purchasing Manager

Notice Dated: May 5, 2010

NOTICE TO PROPOSERS:

The City of Novi officially distributes RFP documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of RFP documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain RFP documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.



CITY OF NOVI
HVAC MAINTENANCE/
PROFESSIONAL SERVICES CONTRACT
INSTRUCTIONS TO PROPOSERS

This RFP is issued by the Purchasing Office of the City of Novi.

IMPORTANT DATES

RFP Issue Date	May 5, 2010
Mandatory Pre-proposal Meeting & Walk-Through	Wednesday, May 12, 2010, promptly at 10:00 A.M. Novi Civic Center 45175 W. Ten Mile Road Novi, MI 48375
Last Date for Questions	Wednesday, May 19, 2010 by 3:00 P.M. Please submit all questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	Thursday, May 27, 2010 by 3:00 P.M.

MANDATORY PRE-PROPOSAL MEETING/WALK-THROUGH

The mandatory pre-proposal meeting begins promptly at the time listed above and will be closed thereafter to latecomers. It is the vendor's responsibility to take traffic, weather, etc. into consideration in order to arrive at the pre-proposal meeting on time.

PROPOSAL SUBMITTALS

An **UNBOUND COMPLETED ORIGINAL** and **Five (5) copies** of each proposal must be submitted. No other distribution of the proposals will be made by the Contractor. Proposals must be signed by an official authorized to bind the Contractor to its provisions.

FAILURE TO SUBMIT PRICING ON THE PROPOSAL FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

CHANGES TO THE RFP/ADDENDUM

Should any prospective Proposer be in doubt as to the true meaning of any portion of the RFP, or should the Proposer find any patent ambiguity, inconsistency, or omission therein, the Proposer shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the staff member indicated above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info. Any addendum issued by the City shall become part of the RFP and subsequent contract and shall be taken into account by each proposer in preparing its proposal. Only written addenda is binding. It is the Proposer's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on proposal form.

TYPE OF CONTRACT

If a contract is executed as a result of the RFP, it stipulates a fixed price for actual products and services provided. The contract period will be for one (1) year. Upon mutual consent of the City of Novi and the successful proposer, the contract may be renewed two (2) times in one (1) year increments at the same terms and conditions of the original contract.

SELECTION PROCESS

This document is a Request for Proposals. It differs from an Invitation to Bid in that the City is seeking a solution as described herein, and not a bid meeting firm specifications for the lowest price. As such the lowest price will not guarantee an award recommendation. Competitive sealed proposals will be evaluated based on criteria formulated around the most important features of the service. The proposal evaluation criteria should be viewed as standards that measure how well a contractor's approach meets the desired requirements of the city. Those criteria that will be used and considered in evaluation for award are set forth in this document. The City will thoroughly review all proposals received. A contract will be awarded to a qualified contractor submitting the best proposal.

CONTRACT AWARD

The contract will be awarded to that responsible, responsive proposer whose proposal, conforming to this solicitation, will be most advantageous to the City of Novi. Qualifications, experience, references, comparable projects, price, previous experience with vendor/contractor, delivery, and other factors will be considered in the evaluation process and award of contract. The City reserves the right to accept any or all alternative proposals and award the contract to other than the lowest proposer, to waive any irregularities or informalities or both; to reject any or all proposals; 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.

After contract award, a summary of total price information for all submissions will be posted on the MITN website at www.mitn.info.

The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.

SUBMISSION OF PROPOSAL

Proposals must be submitted in a sealed envelope. Outside of mailing envelope must be labeled with name of contractor and name of RFP. Failure to do so may result in a premature opening or failure to open such proposal.

To be considered, sealed proposals must arrive at the specified location, on or before the specified time and date. There will be no exceptions to this requirement. Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposal. Proposals received after the closing date and time will not be accepted or considered. Faxed, emailed, or

telephone proposals are not acceptable. The City of Novi shall not be held responsible for lost or misdirected proposals.

Proposals must be clearly prepared and legible and must be signed by an Officer of the submitting Company on the enclosed form. Proposals must show unit and total prices if requested. In case of mistakes in price extension, unit pricing shall govern. ANY CHANGES MADE ON PROPOSAL FORMS MUST BE INITIALED OR YOUR PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

A proposal may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the proposal may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

Failure to include in the proposal all information requested may be cause for rejection of the proposal.

No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

Proposers are expected to examine specifications and all instructions. Failure to do so will be at the proposer's risk.

EXCEPTIONS

The City will not accept changes or exceptions to the proposal documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the proposal form. If Contractor neglects to make the notation on the proposal form but writes it somewhere else within the RFP documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the RFP documents will be applicable during the term of the contract.

RESPONSIVE PROPOSALS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. Unit prices shall be submitted if space is provided. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete proposal if material information requested is not furnished, or where indirect or incomplete answers or information is not provided. Any exceptions to the specifications must be noted on the proposal form.

FREIGHT CHARGES

All proposal pricing is to be quoted as F.O. B. destination.

TAX EXEMPTION

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal prices. The City will furnish the successful proposer with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

The following exception shall apply to installation projects: When sales tax is charged to the successful proposer for materials to be installed during the project, that cost shall be included in

the "Complete for the sum of" proposal price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

CONTRACT TERMINATION

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful proposer will be prohibited from assigning, transferring, converting, subcontracting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

NON-DISCRIMINATION

In the hiring of employees for the performance of work described in this RFP and subsequent contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

ACCEPTANCE OF PROPOSAL CONTENT

Should a contract ensue, the contents of the proposal of the successful Proposer may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

DISCLOSURE

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this RFP is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the RFP.

The City of Novi is not liable for any costs incurred by proposers prior to issuance of a contract.

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the offerer certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

(a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offerer or with any other Competitor; and

(b) No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

(c) He is the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or

(d) He is not the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.



CITY OF NOVI
**HVAC MAINTENANCE/
PROFESSIONAL SERVICES CONTRACT**
SPECIFICATIONS

The City of Novi is seeking proposals from qualified Heating, Ventilating and Air Conditioning Contractors for Scheduled Inspection, Preventive Maintenance and Service/Repairs for City-owned facilities.

QUALIFICATIONS

Contractor must have experience with Johnson Controls **Niagara Framework** software management system.

Contractors wishing to submit a proposal shall have at least five (5) years of similar HVAC experience, and shall submit with their proposal a list of at least four (4) customer references with similar scope of service.

Contractors submitting a proposal must be licensed with the State of Michigan as Mechanical Contractors for Installation and unlimited Systems Repair; licensed with the State of Michigan for Boiler Installation and Repairs; shall be required to register their State Mechanical License with the City of Novi.

Each proposer must submit credentials listing the qualifications of the personnel that will be assigned to this contract, and must have experience with the following types of equipment and systems:

- Boilers and Boiler controls, safeties (with Rule 27 and CSD-1 expertise)
- Screw and Reciprocating chillers
- Centrifugal Chillers
- Direct Expansion Air Conditioning
- Variable and Constant Air Volume Systems
- Fan-Powered Boxes and controls
- Humidification Equipment
- Infrared Heating Equipment
- Forced-air Heating Equipment
- Pneumatic, Electric and Electronic Controls
- Direct Digital Controls
- Computer Room Air Conditioning Equipment

SCOPE OF SERVICE

Scheduled maintenance services, preventive maintenance services, repairs, and other work as requested.

After the first inspection, the awarded Contractor will be required provide the City with a complete inventory of HVAC units/components including serial numbers, belt sizes, filter types & sizes.

SCHEDULED MAINTENANCE

A. Inspections/Preventive Maintenance

- Inspections/Adjustment and Lubrication of all HVAC Equipment
- Verification that all operating and safety controls are operable and functioning as intended, including adjustment and cycling of controls to ensure their reliability
- Calibration of controls (digital, pneumatic) as applicable
- Check and inspect all belt-driven equipment; replace belts/drives as applicable to ensure reliability.
- Motor, shaft seals, bearing assemblies are to be check and lubricated.
- Check and inspect all refrigeration circuits and charges for adequate charge and/or leaks; record temperatures and pressures for the accumulation of historical data to be used for comparison to prior; and determination of the current state of operation
- Perform oil sampling/analysis in the 'off-season' to assist in determining the status of internal compressor parts/damage prevention.
- Filter replacement for all air-side equipment with filters (only when requested by City staff). Filters will be provided by the City.
- Heating equipment, burners and burner controls are to be checked and cleaned annually; and 'tuned' for maximum firing efficiency
- Worn belts will be replaced (as needed) with new energy efficient cogged v-belts.

Exclusions - The following items are not to be included in the inspection price: Filters, startup or shutdown.

If a repair is necessary, contractor shall notify and provide a complete repair cost estimate to the Owner and receive authorization prior to performing the repair.

The City reserves the right to obtain competitive bids/proposals on all parts or equipment in excess of \$1,000.

Start-up/Shutdown

Preventive maintenance will include a start-up/shutdown in the spring & fall on all units in each building. Facility Operations Director or his designated representative will determine the dates for this work. This will be billed on a time and materials basis.

REPAIRS / SERVICE CALLS

Every activity performed under this proposal is designed to minimize the incidence of unscheduled or emergency situations; however, back-up service shall be provided as often as needed 24-hours a day, weekends and legal holidays included, minimizing downtime and

inconvenience. Contractor will provide telephone numbers for service calls during business hours and after hours.

Service calls reported to the Contractor (by telephone or otherwise), shall be performed within two (2) hours of receipt of notification. In the event service is not provided within this period, the City of Novi reserves the right to call in a service organization of their choice. Contractor will be responsible for any additional labor charges as a result of their failure to respond within the required 2-hour call in time.

Due to the critical nature of off-hour calls, the Contractor must provide their PROCEDURE FOR HANDLING NIGHT AND WEEKEND CALLS with their proposal. Failure to submit with the proposal shall result in rejection of the proposal.

ESTIMATES

The Facility Operations Director or his representative will authorize all non-emergency work. The successful proposer will provide a written "not-to-exceed" estimate on all non-emergency work.

The estimate will include the estimated number of hours, hourly rate, number & type of technicians required, estimated material cost and completion date. The City will not bear any costs for work to develop estimates.

Work will only be performed with the City's authorization. Actual work will not exceed the estimate. Unreasonable estimates will be deemed cause to terminate this contract.

REPORTING

Contractor must provide 48 hour notice to the City prior to performing scheduled preventive maintenance. Failure to contact the City's representative may result in the unavailability of access to City properties.

The Contractor shall report to the City's representative when on the job. A service report (signed by the City's representative) shall be left with the City's representative detailing the work performed. A service report shall generally include: building location, type of repair (routine, urgent, emergency or after hours), nature of the problem, parts required and cost, labor, number of hours, number of technicians required, hourly rate and summary of work done.

WARRANTY

The successful proposer will provide the City with a minimum of one (1) year parts warranty, or the manufacturer's warranty, whichever is greater, and a minimum of one (1) year warranty on all labor. Contractor shall warrant that all services and repair work performed under this contract shall be free from defects in workmanship and all manufactured equipment supplied hereunder shall, at the time of installation to be free from defects in material and workmanship.

CORRECTION OF WORK

The successful proposer will promptly correct all work rejected by the City as faulty, defective or failing to conform to this specification whether observed before or after substantial completion of the work, and whether or not fabricated, installed or completed. The successful proposer will bear all costs of correcting such rejected work and perform such work within the timeline as agreed between the City and the selected proposer.

INVOICING/BILLING PROCEDURE

Invoices for services must include the following:

- Purchase order number (required for scheduled maintenance/repairs)
- Service report number
- Date of service
- Location – building, department
- Description of services performed
 - Inspection
 - Maintenance
 - Repair
 - Any combination of the above, with hours broken down by category
- Actual hours worked
- Number of technicians utilized for each job
- Cost of any parts

The City will not pay for travel time or truck charges. Contractor will bill for actual hours on the job site only.

There will be no charge for the contractor to come to a City site to evaluate a job or for written cost estimates.

Invoices shall be submitted to the City of Novi, Attn: Finance Department, 45175 W. Ten Mile Road, Novi, MI 48375. Invoices will be submitted only for work actually performed and when work is complete. Payment will be made after work is approved by Facility Operations. No pre-payments, deposits, or partial payments will be authorized.

Failure to submit your invoices to address above may result in delay of payment.

WORK HOURS AND HOLIDAYS

- a) All planned service under this agreement will be performed during the City's normal work hours, defined as 8:00 a.m. to 5:00 p.m., Monday through Friday. (DPS 7:30 a.m. – 4:00 p.m.)
- b) Regular and routine work shall be performed under this contract during regular business hours and no work will be permitted at night, on Sundays or on holidays unless specifically authorized or directed by the Facility Operations Director or his representative.
- c) Hourly payment to contractor for hours worked other than 8:00 a.m. to 5 pm, Monday through Friday (DPS 7:30 am – 4 pm) will begin when crew is assembled and equipment is at job site. Hourly payment ends when job is completed at site.
- d) Presently there are thirteen (13) recognized holidays:
 1. New Year's Day
 2. Martin Luther King Jr. Day
 3. President's Day
 4. Good Friday
 5. Memorial Day
 6. Fourth of July
 7. Labor Day
 8. Veteran's Day
 9. Thanksgiving Day
 10. Day after Thanksgiving
 11. Christmas Eve

12. Christmas Day
13. New Year's Eve

In the event that equipment must be shut down for an extended period of time, prior approval must be received from the Facility Operations Director or his representative. The Contractor may be required perform the repair, replacement or maintenance work outside of normal business hours.

INSURANCE REQUIREMENT

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful proposer prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A is to be provided to the City and remain in force during the entire contract period.

PERMITS

Where required by code, permits and all required inspections must be obtained by the Contractor. Fees for permits and inspections obtained from the City of Novi will be waived by the City for work on City buildings. Upon completion, all work will be subject to the State Laws and City Ordinance Codes.

CLEANUP

Upon completion of any work, the work areas shall be cleaned of all refuse caused by work performed under this contract. The Contractor shall not allow waste material, or rubbish, caused by their employees to accumulate in or about the premises, but shall have it promptly removed.

DAMAGES

The Contractor shall take all necessary measures to prevent damage to other areas of the building, grounds, and utilities adjacent to his Work. The Contractor shall be responsible for damage to the City's premises that may be caused by his work. Should damage occur as a result of the Contractor's Work, the Contractor is responsible for the repair and/or replacement of the damaged area at their own expense. Otherwise, the City shall repair and/or replace the damaged area and charge the Contractor or deduct the amount from the Contractor's payment.

SELECTION CRITERIA

Proposals will be evaluated and ranked. The City reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more companies. The proposer selected for the award will be chosen on the basis of the apparent greatest benefit to the City, including, but not limited to the following:

1. **Experience/Qualifications:**

Proposing on this contract shall be limited to individuals, partnerships and corporations actively engaged in the heating/air conditioning services field. Proposers shall demonstrate competence, experience and financial capability to carry out the terms of this contract. The City will require proof of these qualifications. Proposer shall provide information to the City demonstrating the Proposer's ability to satisfy the requirements set forth in the specifications. The Proposer shall include any and all information pertinent to aiding the City in determining the abilities of the Proposer.

2. **Capacity:**

The Proposer should clearly identify its capability to perform the work as outlined in the specifications. The Proposer should clearly identify all disciplines available within the

company and those areas that would be subcontracted. The Proposer should include their areas of expertise, including their familiarity with computerized and electronic control systems. Proposers should clearly identify all available resources within the company and those that are proposed be subcontracted to others.

3. **Comparable Work:**
Provide a list of comparable projects that have been successfully completed by your firm. Include municipal related work as well as private sector references.
4. **Methodology:**
The Service Company should identify its approach to maintaining operating efficiency of HVAC equipment under their control.
5. **Cost**



CITY OF NOVI
**HVAC MAINTENANCE/
PROFESSIONAL SERVICES CONTRACT**
LOCATIONS & EQUIPMENT LIST

CIVIC CENTER
45175 W. Ten Mile
Novi, MI 48377

Equipment

- 4 - Trane AHUs (2 VAV; 2 Constant Volume)
 - 1 - Trane screw Chiller
 - 1 - Raypak HW Boiler
 - 1 - Honeywell Air Compressor/dryer (dual)
 - 4 - Greenheck Return Air Fans (for AHUs 1-4)
 - 5 - Greenheck Exhaust Fans
 - 2 - Split A/C systems on roof and in computer room
 - 8 - Trane Unit heaters
 - 3 - Domestic HW Heaters
 - 5 - Taco Pumps (CHW, HW and Domestic)
 - 4 - Trane Unit Ventilators
 - 27 - FP Boxes with reheat Coils/filters
- Plus other VAV boxes, controls and appurtenances.

POLICE DEPARTMENT
45125 W. Ten Mile Rd.
Novi, MI 48375

Equipment

- 1 - Carrier Chiller
 - 2 - Bryan Boilers
 - 2 - Trane AHUs
 - 4 - B&G Pumps (HW and CHW)
 - 1 - Devilbiss Air Compressor/dryer
 - 2 - Carrier AHUs
 - 1 - Carrier Condensing Unit
 - 1 - Carrier Packaged RTU
 - 3 - Roberts-Grodon Infrared Tube heaters
 - 1 - Lochinvar Hot Water Heater 119 gal
- Plus exhaust fans, VAV boxes, controls and appurtenances

Additional Notes:

- The Trane Air Handlers have new fans, motors and frequency drives.
- Two existing return fans are new.

- One boiler has a new burner assembly.
 - All roof mounted exhaust fans are new.
 - Temperature controls are new.
-

INDOOR GUN RANGE

26350 Delwal
Novi, MI 48375

Equipment

2 - HVAC units
4 - Heaters
1 - Fan

DPS FACILITY

26300 Delwal Dr.
Novi, MI 48375

Equipment

2 - Temprite Make-up Air Units
1 - Sterling Make-up Air Unit
1 - Carrier packaged H/C RTU
10 - Sterling Gas Unit heaters
22 - Reverber-Ray Infrared heaters
2 - Reznor Unit heaters
20 - Exhaust Fans
Plus programmable controls, clocks and other appurtenances

CEMS SATELLITE BUILDING

25804 Beck Road
Novi, MI 48375

Equipment

1 - HVAC
2 - Ceiling Heaters
1 - Furnace
Plus miscellaneous exhaust fans, controls and appurtenances

FIRE STATION #1

42975 Grand River Ave
Novi, 48375

Equipment

1 - Trane Packaged H/C RTU
1 - Bryant Condensing Unit
2 - Carrier Furnaces with DX coil

2 - Carrier Condensing Units
3 - Reznor Infrared Tube Heaters
1 - Plymo-vent
Plus miscellaneous exhaust fans, controls and appurtenances

FIRE STATION #2

1919 Paramount
Novi, MI 48377

Equipment

2 - Aeon Package RTU (1 gas/1 electric)
2 - Gordon Roberts Infrared Tube Heaters
1 - Plymo-vent

*Plus miscellaneous exhaust fans, air compressor, electric cabinet unit heaters, controls and appurtenances

FIRE STATION #3

42785 Nine Mile Rd.
Novi, 48375

Equipment

1 - Bryant RTU **
4 - Reverber-Ray Infrared Tube Heaters
1 - Plymo-vent

*Plus miscellaneous exhaust fans, controls and appurtenances
** New in Winter 2009. Covered by a one year warranty

FIRE STATION #4

49375 Ten Mile Rd. (at Wixom Rd.)
Novi, MI 48374

Equipment

4 - Carrier H/C packaged RTUs
8 - Gordon-Roberts Infrared Tube heaters
8 - Greenheck Exhaust Fans
2 - Plymo-vents
3 - Electric suspended units Task Master
Plus miscellaneous controls and appurtenances

ALTERNATE #1:
NOVI PUBLIC LIBRARY**
45255 W. Ten Mile Rd.
Novi, 48375

Equipment

- 2 - Air Handling Units
 - 30 - Titus VAV Boxes (CFM Range 300-2100) ESV
 - 28 - Titus Fan Powered Mixing boxes (12 - TQS / 16 TQP)
 - 4 - Modine hot Water Cabinet Unit Heaters
 - 3 - Modine hot water heating connectors (2600 BTU)
 - 6 - Modine Hydronic Unit Heaters (2 @ HC-108/ 4 @ HC/18)
 - 1 - Markel Electric Cabinet Unit Heater (6346-12)
 - 8 - Greenheck's Exhaust Fans
 - 2 - Greenheck's Makeup Air Fans
 - 1 - Chiller (121.7 tons)
 - 3 - AHU's
 - 3 - Air Conditioning Units (2@ OHS 012AS / 1 @ OHS060-AHU)
- Plus smoke detectors, exhaust fans, infrared heaters, electric and closed loop baseboard heaters and appurtenances

** Building is new as of April 2010. All equipment is covered by a one-year warranty.

ALTERNATE #2
NOVI ICE ARENA
42400 Arena Drive
Novi, MI 48375

Equipment

- Trane Tracer Summit Computer Monitor System
 - Munters DryCool IceAire AM30 Dehumidification System
 - 2 - Trane Modular Climate Changer Air Handling
 - 4 - ANSI Z21.16 Gas Fired Duct Furnaces **
 - 1 - Make-up Air Furnace **
 - 2 - Teledyne Laars HWH Boilers for Ambient air Heating
- Plus miscellaneous controls and appurtenances

**New equipment as of Spring 2010. Covered under one year warranty.

ALTERNATE #3:
MEADOWBROOK COMMONS
25075 Meadowbrook Road
Novi, MI 48375

Equipment

- 2 - Lochinvar Domestic Hot Water Boilers
- 1 - Armstrong Rooftop Units 3-Phase (Community Room)
- 2 - Lenox Rooftop Units 3-Phase

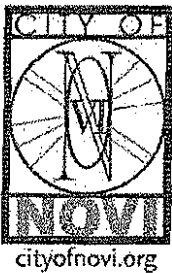
12 - Armstrong Condensing Units
12 - Armstrong Ultra V (used for hallway heating/cooling)
Plus miscellaneous controls and appurtenances

Residential Heating/Cooling units for Apartments

112 - Armstrong Magic Paks 2 A Phase I
69 - Suburban Dynaline DL II Series (through-the-wall heating/cooling units)
Plus miscellaneous controls and appurtenances

Units located in Entranceways to the Building

8 - Q Mark Type CU900 (electric cabinet unit heaters)
Plus miscellaneous controls and appurtenances



**CITY OF NOVI
INSURANCE REQUIREMENTS**

ATTACHMENT A

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. **All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City.**

The language in the Cancellation section should read as follows:

"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left.

3. **It is required that all policies shall name the City of Novi, its officers, agents and employees as additional insured.** Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 West Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the

Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS
Indemnity/Hold Harmless

1. The Contractor agrees to save harmless and defend the City 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 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, its officers, agents or employees.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of race, color, sex, age, or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.



CITY OF NOVI
HVAC MAINTENANCE/
PROFESSIONAL SERVICES CONTRACT

ADDENDUM #1

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

RESPONSE: The Contractor shall verify receipt of this Addendum in the Bid Proposal Form.

CONTENTS: Included in this Addenda are five (5) pages.

CLARIFICATIONS REGARDING LIBRARY:

The Library (Alternate #1) will be awarded based on "Time & Materials" rates. **Please write "T & M" in the space for the "per inspection" cost for the Library if you are interested in that portion of the bid.**

Services required for the Library will differ in the first & and following years as follows:

For Year 1 (2010-2011)

- Filter changes
- Grease motors & adjust/replace belts as needed
- Routine inspections of all system operations & report to Library Facility Manager for follow-up by Long Mechanical.
- Chiller Coil Cleaning
- Boiler Testing CSD-1 Rule 27

For Year 2 and following

- Full Service Agreement (including filter changes) based on Time & Materials costs

The corrected list of mechanical equipment at the new Novi Public Library is as follows:

- 2 – McQuay Air Handling Units
- 30 – Titus VAV Boxes (CFM Range 30-2100) ESV
- 28 – Titus Fan Powered Mixing boxes (12 -TQS/16 TQP)
- 4 – Modine Hot Water Cabinet Unit Heaters
- 3 - Modine Hot Water Heating Connectors (2600 BTU)
- 6 – Modine Hydronic Unit Heaters (2 @ HC-108, 4 @ HC/18)
- 1 – Markel Electric Cabinet Unit Heater (6346-12)
- 8 – Greenheck's Exhaust Fans
- 2 – Greenheck's Makeup Air Fans
- 1 – McQuay Chiller (140 tons)
- 3 – AHUs
- 1 – LIEBERT - 5 ton OHS 012AS Split system Air Conditioning Unit
- 2 – LIEBERT – 1 ton AHS060-AHU self contained Air Conditioning Units
- BMS Building Automation System - PC Managed Environmental Control Program)

* Plus smoke detectors, exhaust fans, infrared heaters, electric and closed loop baseboard heaters and appurtenances.

QUESTIONS:

1. How much was spent last year on inspections & service?

Answer: In 2009, we spent approximately \$35,000 on HVAC services. Based on bid totals, inspections account for \$15,448. Inspections at Civic Center, PD, & DPW were monthly. Fire Stations #1-4 were inspected quarterly.

Sue Morianti
Purchasing Manager

Notice dated: May 20, 2010

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 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 Sue Morianti, 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.