

CITY of NOVI CITY COUNCIL

**Agenda Item D
July 19, 2010**

SUBJECT: Approval to award the contract for the Energy Efficiency Community Development Block Grant - Energy Conservation Improvement Project for the HVAC improvements to the Field Services Complex building to Temperature Services, the low bidder, in the amount of \$32,248.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *BTC*

CITY MANAGER APPROVAL: *[Signature]* *12/1*

EXPENDITURE REQUIRED	\$32,248
AMOUNT BUDGETED	\$0 (To be included in 1st Quarter FY10-11 Budget Amendment)
APPROPRIATION REQUIRED	\$32,248
LINE ITEM NUMBER	101-442.00-976.050

BACKGROUND INFORMATION:

The project consists of replacement of two rooftop air makeup units and the replacement of three motorized shut-off dampers for roof-mounted exhaust fans at the Department of Public Services's Field Services Complex building. The project was identified as a recommended improvement by the *Energy Efficiency and Conservation Strategy* that was approved by City Council on December 21, 2009. The Energy Efficiency and Conservation Block Grant Program (EECBG) funds awarded to Novi will fund the project.

Seven bids were received and opened on June 28, 2010 following a public bid solicitation period. The lowest bidder is Temperature Services. Temperature Services' bid is recommended as being in the best interest of the City as it is responsive (i.e., Temperature Services has complied with all requirements of the bidding instructions) and it is the lowest price. The consultant for the project, AKT Peerless and their subconsultant, JS Vig, have reviewed the bids and provided the enclosed award recommendation letter including the bid tabulation dated July 9, 2010. A summary of the seven bids is as follows:

Contractor	Base Bid
Temperature Services Inc.	\$32,248.00
Nix Mechanical	34,295.00
Arctic Air, Inc.	39,330.00
K & S Ventures	39,500.00
Tech Mechanical	39,900.00
Engineered Comfort Systems	41,005.75

Construction is scheduled to begin in August 2010 and completion is anticipated by October 2010.

RECOMMENDED ACTION: Approval to award the contract for the Energy Efficiency Community Development Block Grant - Energy Conservation Improvement Project for the HVAC improvements to the Field Services Complex building to Temperature Services, the low bidder, in the amount of \$32,248.

	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				



July 9th, 2010

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

RE: City of Novi EECBG – DPS Rooftop Unit Replacement

Ms. Neumaier,

Please find our recommendation for the Rooftop Unit Replacement to the Novi DPS Building. Bids for the Novi DPS Building were received on June 28th, 2010 from Temperature Services, Nix Mechanical, K&S Ventures Inc., Arctic Air Inc., Engineered Comfort Systems, and Tech Mechanical.

After careful evaluation to ensure that the bids are even and complete in regard to the written scope of work, the apparent low bidder is Temperature Services. It is our recommendation to award the bid to Temperature Services subject to your review.

Please note the following items:

- o An alternate was requested in Addendum #1 to repair (2) exhaust dampers located in the main garage. After an interview with the two lowest bidders this alternate will be provided at no additional cost to their base bid.
- o The lowest bidder does not include a certified air balance report at the conclusion of the project. If the City of Novi will require a certified air balance report it will cost an additional \$745.

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

	<u>Temperature Services</u>	<u>Nix Mechanical</u>
Base Bid	\$ 32,248.00	\$ 34,295.00
Addendum #1 Alternate	\$ No Charge	\$ No Charge
Certified Air Balance Report	<u>\$ 745.00</u>	<u>\$ Included</u>
Revised Total	\$ 32,993.00	\$ 34,295.00

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

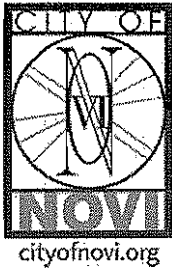
CONTRACTOR BID EVALUATION FORM

Project: Now! DPS HWQ Trade: Mechanical Date: 1/9/10
 Project #: 0157-475-8169 Bid Date: 6/28/10
 Budget: \$61,200.00 Method: Est. Schedule:

Bidder:	Temperature Services	HR Mechanical	H&S Ventures, Inc.	Arctic Air, inc.	Engineered Comfort Systems	Tech Mechanical
Contract:	Mark A Morley	Chris S. Morley				
Scope of Work Description:	(0157-475-8169)	248-521-0981				
Permits	Yes	Yes				
Prevailing Wage/Davis Bacon	Yes	Yes				
Waste Stream Management Plan	Yes	Yes				
ARRA Compliance	Yes	Yes				
Schedule for Completion, start date of 7/20/10	4 weeks	7 day install + delivery 4-8 weeks				
Closeout Manuals, Training, Inspection	Yes	Yes				
References	Yes	Yes				
Addendum #1	Yes	Yes				
Bonding/Insurance	Yes	Yes				
3 year parts and labor warranty	Yes	Yes				
BASE BID	\$32,248.00	\$34,295.00				
Replace Large Gas RTU	Thermo-tek	Thermo-tek				
- demo and disposal of existing unit	Yes	Yes				
- demo of existing electrical disconnect switches	Yes	Yes				
- meet energy efficiency codes for State of Michigan	Yes	Yes				
- crane provided	Yes	Yes				
- 100% make up air	Yes	Yes				
- downflow discharge	Yes	Yes				
- include roof curb adaptor	Yes	Yes				
- roof repair required	No	No				
- calibrate air flow / certified air balance	Yes - calibrate only	Yes - certified air balance				
- 1 for 1 replacement with existing model	Yes	Yes				
- fine wire mesh screen	Yes	Yes				
- air filters	Yes	Yes				
- unit mounted electrical outlet, electrical wiring as needed	Yes	Yes				
- gas piping as needed	Yes	Yes				
- 2 position air damper at discharge	Yes	Yes				
Replace Small Gas Fired RTU	Thermo-tek	Thermo-tek				
- demo and disposal of existing unit	Yes	Yes				
- demo of existing electrical disconnect switches	Yes	Yes				
- meet energy efficiency codes for State of Michigan	Yes	Yes				
- crane provided	Yes	Yes				
- 100% make up air	No - per addendum #1	No - per addendum #1				
- downflow discharge	Yes	Yes				
- include roof curb adaptor	Yes	Yes				
- roof repair required	Yes	Yes				
- calibrate air flow / certified air balance	Yes - calibrate only	Yes - certified air balance				
- 1 for 1 replacement with existing model	Yes	Yes				
- fine wire mesh screen	Yes	Yes				
- air filters	Yes	Yes				
- unit mounted electrical outlet, electrical wiring as needed	Yes	Yes				
- gas piping as needed	Yes	Yes				
- 2 position air damper at discharge	Yes	Yes				
Replace (3) new dampers at Mechanics Bay	Ruskin Dampers	Greenheck Dampers				
- demo and disposal of existing dampers	Yes	Yes				
- 2 position dampers	Yes	Yes				
- motorized	Yes	Yes				
- galv. Steel	Yes	Yes				
- verified sites in field	Yes	Yes				
- interlock dampers with fan operation (15 sec delay)	Yes	Yes				
- wire dampers with safety	Yes	Yes				
- include lift for access	Yes	Yes				
Masonry Repairs as needed	N/A	N/A				
Roof Repairs as needed	N/A	N/A				
Structural Steel	N/A	N/A				
Concrete	N/A	N/A				
Painting as required for repairs	N/A	N/A				
Other (add for certified air balance if requested)	\$745.00	Included				
Total	\$32,993.00	\$34,295.00				
ALTERNATES						
Repair dampers located at EP1 & EP2 per addendum #1	No charge	No charge				
Greenheck in lieu of Thermo-tek	Not provided	\$3,800.00				
Totals (with alternates)	N/A	\$38,095.00				

Prepared By: Justin Beringer
 Project Manager

Approved By: _____
 Owner



**NOTICE - CITY OF NOVI
INVITATION TO BID**

EECBG – DPS ROOFTOP UNIT REPLACEMENT

The City of Novi will receive sealed bids for **EECBG – DPS ROOFTOP UNIT REPLACEMENT** according to the specifications of the City of Novi.

A mandatory pre-bid meeting will be held Thursday, June 10, 2010 promptly at 10:00 A.M. at the Department of Public Services – Field Services Complex **26300 Delwal Drive, Novi, MI 48375.**

Sealed bids will be received until **11:00 A.M.** prevailing Eastern Time, **Monday, June 28, 2010** at which time bids will be opened and read. Bids 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 bids must be signed by a legally authorized agent of the bidding firm.
ENVELOPES MUST BE PLAINLY MARKED

“EECBG – DPS ROOFTOP UNIT REPLACEMENT”

AND MUST BEAR THE NAME OF THE BIDDER.

The City reserves the right to accept any or all alternative bids and award a contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; to subdivide the award, 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: June 3, 2010

NOTICE TO BIDDERS:

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid 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 bid 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.



cityofnovi.org

CITY OF NOVI

EECBG - DPS ROOFTOP UNIT REPLACEMENT

INSTRUCTIONS TO BIDDERS

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

IMPORTANT DATES

Bid Issue Date	June 3, 2010
Mandatory Pre-bid Meeting	Thursday, June 10, 2010 at 10:00 am DPS, 26300 Delwal Drive, Novi, MI 48375
Last Date for Questions	Thursday, June 17, 2010 by 12:00 pm Please submit all questions via email to: Justin Barringer, Owner's Representative justinb@jsvg.com
Response Due Date	Monday, June 28, 2010 by 11:00 am

MANDATORY PRE-BID MEETING

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

BID SUBMITTALS

An **ORIGINAL and Five (5) copies** of each bid must be submitted. No other distribution of the bids will be made by the Contractor. Bids must be signed by an official authorized to bind the Contractor to its provisions.

Submitted bids shall include the following sections:

- Cover sheet titled:
EECBG – DPS ROOFTOP UNIT REPLACEMENT
Company Name
Address
- Base bid on the provided bid form.
- Schedule of Construction indicating material lead durations and installation duration for each activity.
- Statement that the firm will comply with the provisions of the American Recovery and Reinvestment Act (ARRA), Davis Bacon/Prevailing Wage, & NEPA Waste Stream Requirements per guidelines for EECBG Projects.
- 5% bid bond.
- Qualifications as described in "Request for Qualifications".

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

CHANGES TO THE BID/ADDENDUM

Should any prospective Bidder be in doubt as to the true meaning of any portion of the ITB, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder 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 Bid 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 ITB and subsequent contract and shall be taken into account by each bidder in preparing its bid. Only written addenda are binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a not-to-exceed fixed price for products/ services.

INSURANCE

A current certificate of insurance meeting the requirements in Attachment A is to be provided to the City by the successful bidder prior to commencement of work and remain in force during the entire contract period. The certificate of insurance shall name meet the requirements in Attachment A and shall also name AKT Peerless & J.S. Vig Construction as an additional insured.

CONTRACT AWARD

The contract will be awarded to that responsible, responsive bidder whose bid, 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 bids and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Contract may be awarded at the sole discretion of the City of Novi. Work scope may be separated for awarded to multiple contractors or one contractor, or in any manner deemed by the City of Novi, 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 .

EXCEPTIONS

The City will not accept changes or exceptions to the bid documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the bid form. If Contractor neglects to make the notation on the bid form but writes it somewhere else within the bid 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 bid documents will be applicable during the term of the contract.

RESPONSIVE BIDS

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 bids on a fair and uniform basis. Unit prices shall be submitted if space is provided on bid form. 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 bid 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 bid form.

FREIGHT CHARGES

All bid 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 bid prices. The City will furnish the successful bidder 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 bidder for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid 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 bidder will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Such approval shall not constitute a basis for privity between the City and any subcontractor. 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.

ACCEPTANCE OF BID CONTENT

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

ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of the bid.

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 bid.

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

MATERIAL SAFETY DATA SHEETS (MSDS)

All City of Novi purchases require a Material Safety Data Sheet, ("MSDS"), where applicable, in compliance with Miosha "Right To Know" law. The MSDS must include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including:
 - a) The potential for fire, explosion, corrosivity, and reactivity;
 - b) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - c) The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

BID BOND

A Bid must be accompanied by Bid security made payable to OWNER (City of Novi) in an amount of 5% of Bidder's maximum Bid price. The required security must be in the form of a certified or bank cashier's check made payable to the City of Novi or a Bid bond by a surety licensed to conduct business in the State of Michigan and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Attorneys-in-fact who execute the Bid Security or Bid Bond on behalf of the Surety shall affix to the bond a certified copy of the power of attorney. The Bid security of the successful Bidder will be retained until the Agreement has been executed and the successful bidder has furnished the required Contract security, whereupon Bid Security will be returned. If Bidder fails to execute and deliver the Agreement and furnish the required Contract security within ten days of receipt of the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid Security of any bidder whom owner believes to have a reasonable chance of receiving the Award may be retained by the OWNER until the earlier of the seven (7) days after the effective date of the Agreement or 90 days after the bid opening. Bid Security of other Bidders will be returned within seven (7) days of the Bid Award.

PERFORMANCE, PAYMENT, AND MAINTENANCE AND GUARANTEE BONDS

Performance, Payment, and Maintenance and Guarantee Bonds shall be provided by the successful bidder within 15 days of award of contract. Samples of bonds with **required** language are a part of this bid package.

PERFORMANCE BOND

The successful bidder will be required to enter into a contract with the City of Novi. A performance bond equal to one hundred percent (100%) of the contract sum shall be required.

PAYMENT BOND

The successful bidder shall be required to furnish a Payment Bond equal to 100% of the contract sum as security for payment of all persons performing labor, furnishing materials and equipment rental in connection with this contract.

MAINTENANCE AND GUARANTEE BOND

The successful bidder shall be required to furnish a Maintenance and Guarantee Bond, equal to 100% of the **final** contract sum, for a period of (1) year from the date of City Council acceptance of Final Payment, to keep in good order and repair any defect in all the work done under this contract, either by the principal or his subcontractors.

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.

DAVIS BACON ACT/PREVAILING WAGE

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).

For information on Davis Bacon Wage Determination please reference the Department of Energy's (DOE) EECBG Notice 10-004A and/or currently effective DOE Notices. For more information and currently effective EECBG notices please visit:
http://www1.eere.energy.gov/wip/davis-bacon_act.html#eecbg

ARRA

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 guidance below is designed to help applicants and recipients determine if their Recovery Act funded project is for the construction, alteration, maintenance or repair of a public building or public work.

More information can be found at the following links:

http://www1.eere.energy.gov/recovery/buy_american_provision.html

http://www1.eere.energy.gov/recovery/pdfs/eere_program_guidance_buy_american.pdf

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

The NEPA EECBG website link at

http://apps1.eere.energy.gov/state_energy_program/doe_guidelines_nepa.cfm will be updated with the most current NEPA information.

More information can be found at the following links:

http://www1.eere.energy.gov/wip/pdfs/nepa_program_guidance_notice_10-003.pdf

http://www1.eere.energy.gov/wip/nepa_guidance.html

http://www1.eere.energy.gov/wip/pdfs/10-010_eecbg_waste_stream_guidance.pdf

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor 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).

COPELAND "ANTI-KICKBACK" ACT

The Contractor 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)

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

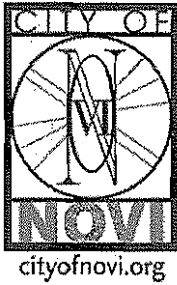
The Contractor shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract. Additionally, the Consultant shall not use, directly or indirectly, 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.

NON-DISCRIMINATION

The Contractor 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 Agency and the Municipality 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 subject to discrimination in the performance of this contract. The Consultant 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 sub-consultant employed in the performance of this contract.

PROHIBITION OF POLITICAL AND RELIGIOUS ACTIVITY

There shall be no religious worship or instruction 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.



**CITY OF NOVI
EECBG – DPS ROOFTOP UNIT REPLACEMENT**

SPECIFICATIONS

The City hereby solicits bids to replace two rooftop makeup air units with models of equal airflow and equal heating output; and to replace three motorized shut-off dampers for roof-mounted exhaust fans.

Existing makeup air unit data is as follows:

Large Gas-Fired Heating-Only 100% Makeup Air Unit with downflow discharge

Roof curb: Approximately 5' x 9'

2 Stage Unit (Stage 1 ΔT – 50 °F, 1.5" wg gas pressure; Stage 2 ΔT – 80 °F, 4.5" wg gas pressure)

Maximum Input = 1,400,000 Btu/Hr

Minimum Input = 560,000 Btu / Hr

Airflow: 16,000 CFM, Constant Speed

Fan HP: 15

FLA: 19.9 Amps

Disconnect: 30A

Small Gas-Fired Heating-Only 100% Makeup Air Unit with downflow discharge

Roof curb: Approximately 3.5' x 7'

Multistage Gas Operation (at least 2 stages)

Minimum Gas Supply Pressure: 5" wg

Manifold Gas Pressure: 3.5" wg

Max ESP: 0.5" wg

Maximum Input: 250,000 Btu/Hr

Maximum Output: 190,000 Btu / Hr

Minimum Input: 125,000 Btu/Hr

Electrical: 10 Amps

Airflow: Unknown, not noted (Estimate 2,750-2,900)

Fan HP: Unknown, not noted

Contractor shall:

- Demolish, remove, and dispose of existing makeup air units
- Demolish, remove, and dispose of existing electrical disconnect switches
- Procure and install new makeup air units. New units shall meet energy efficiency codes in effect for the State of Michigan and the City. Units shall be 100% outdoor air with no return.
- If possible, utilize the existing roof curbs; or provide roof top adapters to install the makeup air units; or provide new roof curbs that are compatible with new makeup air units.
- If necessary to install a new roof curb, demolish, remove, and dispose of existing roof curb

- Correct all roof damages caused by installation of the rooftop unit, including but not limited to, demolishing and removing the existing rooftop units, moving and positioning the new rooftop unit and accessories, etc.
- Calibrate the unit for proper airflow
- Rebalance the discharge openings for proper airflow
- Demolish, remove, and dispose of three existing dampers
- Procure and install three new 2-position dampers. Dampers can be either parallel blade or opposite blade. Dampers shall be of galvanized steel construction. Damper sizes have not been measured but are estimated to be approximately 24x24 inches. The contractor is responsible for measuring and ensuring exact size before purchasing.
- Interlock dampers with fan operation. Dampers shall open 15 seconds to a minute before fan starts, and shall close immediately after fan stops
- Wire dampers with a safety, preventing exhaust fan from starting if dampers fail to open.
- Safely store and reuse any duct attachments, such as inlet vanes.
- Perform functional testing to ensure proper operation and tight fit.
- Clean up the site of all waste and debris associated with executing the scope of work.

Note: The dampers are located at high elevation (>20 feet) and may require a high lift for access.

Makeup air units shall be provided with:

- New electrical disconnect switches, additional electrical conduits and wiring.
- Air intake hood with ½" x ½" fine wire mesh screen
- Two sets of disposable air filters per manufacturer's recommendations
- Unit-mounted or unit-integral electrical outlet
- Additional natural gas piping as necessary to connect the unit
- Additional conduits and wiring as necessary to connect the unit
- 2-Position shut-off air damper at air discharge. (to open only when unit is operating)

The contractor shall verify electrical power connections prior to purchasing the makeup air units.

The contractor shall coordinate times of installation with DPS to minimize disruptions to facility operations.

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.

It will be the responsibility of the awarded Contractor to create and provide sealed design drawings based on the specifications per City of Novi's requirements for permit.

CLEAN UP

The contractor shall keep the work area and surrounding area reasonable free from rubbish at all times and shall remove debris from the site from time to time or when

directed to do so by the City's designated representative(s). Before final inspection and acceptance of the work, the Contractor shall clean his portion of the work area. All materials removed/replaced shall be the responsibility of the contractor to properly dispose of.

SAFETY REQUIREMENTS

The Contractor shall be solely responsible for the entire work site and provide all necessary protections as required by laws or ordinances governing such conditions and as required by the Owner. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the owner arising from such damages.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, and shall fully comply with all state laws or regulations and Michigan State building code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all necessary protective devices and signs throughout the progress of the work.



**CITY OF NOVI
REQUEST FOR QUALIFICATIONS**

EECBG – DPS ROOFTOP UNIT REPLACEMENT

COMPANY INFORMATION

Name of Firm TEMPERATURE SERVICES INC.
Address 37107 SCHOOLCRAFT ROAD, LIVONIA, MI 48150
Address (local facility) _____
Distance of local facility from the Novi Civic Center 11 MILES
City, State, Zip LIVONIA, MI 48150
Telephone (734)838-3200 Fax (734)838-3205
Mobile (313)475-8169
Agent's Name (please print) Mark A. McKay
Agent's Title Project Manager
Email address mark@tsi-detroit.com
Website _____

COMPANY BACKGROUND

Organizational structure (Corp, Partnership, etc): Corporation

Firm Established: 1983

How many full time employees? 13 Part time? 2

Provide a letter from your bonding capacities.

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

Are you able to provide bonds with the required language? Yes

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

Temperature Services Inc. is a Mechanical Contractor providing all types
of HVAC service and installations, including piping and temperature
controls.

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

State of Michigan Mechanical Contractor License.

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

Mark McKay, Project Manager; Timothy Schiller, Pipefitter;

Kenneth Sustic, Pipefitter

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

Temperature Services has all required equipment and tools to perform this project. Crane services will be provided by a crane company subcontractor.

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.

Wayne State University - Chiller & Cooling Tower Replacement;

Contact: Wayne Miller, (313)577-1970; \$250,248.00; 5% Complete; Aug. 15, 2010.

Macomb Community College - Heating Coil Installation; Contact: Barton

Malow Company, (586)286-2299; 5% Complete; Sept, 2010. \$36,840.00

Health Alliance Plan - Chiller Installation; Contact: Bob Leger (313) 664-8204; \$185,245.00; 90% Complete; Completion, July, 2010.

REFERENCES

Provide at least four (4) current references that are comparable in scope to this bid. Several references to municipalities would be desirable. Include contact name and information.

Company Health Alliance Plan

Address 2850 W. Grand Blvd., Detroit, MI 48202

Phone (313)664-8204 Contact name Robert Leger

Company St. Mary Mercy Hospital

Address 36475 Five Mile Road, Livonia, MI 48154

Phone (734)655-8627 Contact name Mr. Chris Reeves

Company City of Farmington Hills

Address 31555 Eleven Mile Road, Farmington Hills, MI 48336

Phone (248)871-2536 Contact name Michael Faust

Company City of Southfield

Address 26000 Evergreen Road, Southfield, MI 48037-2055

Phone (248)400-5108 Contact name Tim Duncan

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.

SCHEDULE OF CONSTRUCTION:

Equipment delivery is two to three weeks after receipt of Purchase Order.

Installation will take one week from receipt of equipment.

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

Signature of Authorized Company Representative: Mark A. McKay

Representative's Name (please print): Mark A. McKay

Date: 6/29/10



cityofnovi.org

**CITY OF NOVI
BID FORM
EECBG – DPS ROOFTOP UNIT REPLACEMENT**

Having carefully examined the Specifications, Drawings, 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 – Not to Exceed Thirty-Two Thousand, Two Hundred Forty-Eight and
(words)
00/100 ----- **Dollars \$** 32,248.00

Voluntary Alternates (use separate sheet if necessary):

Description	ADD	DEDUCT
1. ---	\$ _____	\$ _____
2. _____	\$ _____	\$ _____

We acknowledge receipt of the following Addenda:

No. 1, dated 6/17/10 No. _____, dated _____
No. _____, dated _____ No. _____, dated _____

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

None.

Comments:

Temperature Services Inc., will comply with the provisions of the American
Recovery and Reinvestment Act (ARRA), Davis Bacon/Prevailing Wage, &
NEPA Waste Stream Requirements per guidelines for EECBG Projects.

PLEASE TYPE:

Company Name: Temperature Services Inc.

Address: 37107 Schoolcraft Road, Livonia, MI 48150

Agent's Name: Mark A. McKay

Agent's Title: Project Manager

Agent's Signature: 

Telephone Number: (734)838-3200 Fax Number: (734)838-3205

E-mail Address: mark@tsi-detroit.com

Date: June 28, 2010



GRIFFIN, SMALLEY & WILKERSON, INC.



VTC Insurance Group

May 20, 2010

Detroit Board of Education
3011 W. Grand Boulevard, 8th Floor
Detroit, MI 48202

Re: Temperature Services, Inc.
Bonding Program

Gentlemen,

Please be advised that Temperature Services, Inc. has a bonding program with Westfield Insurance Company. They have been a longstanding customer of Westfield Insurance Company. They are able to obtain bonds up to \$500,000 single job capacity and \$1,500,000 in aggregate bonding. Please do not hesitate to give me a call if you have any questions regarding the bonding capability of Temperature Services, Inc.

Best regards,

A handwritten signature in black ink, appearing to read 'T.J. Griffin', is written over the typed name. The signature is fluid and cursive, with a large loop at the end.

T.J. Griffin

TJG/ty

37000 Grand River, Suite 150 • P.O. Box 2999 • Farmington Hills, MI 48333-2999
Phone (248) 471-0970 • Fax (248) 471-0641

www.gswins.com