

cityofnovi.org

CITY of NOVI CITY COUNCIL

**Agenda Item E
November 8, 2010**

SUBJECT: Approval to award the contract for the Novi Civic Center HVAC Upgrades to Service Control, Inc., the lowest responsive qualified bidder, in the amount of \$53,900, utilizing Energy Efficiency and Conservation Block Grant funding.

SUBMITTING DEPARTMENT: Information Technology – Facility Operation Division

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$53,900
AMOUNT BUDGETED	\$162,800 (Encompasses several EECBG projects)
APPROPRIATION REQUIRED	\$53,900
LINE ITEM NUMBER	101-265.00-976.050

BACKGROUND INFORMATION:

As part of the City's Energy Efficiency and Conservation Block Grant (EECBG) we engaged DiClemente Siegel Design, Inc. to perform an engineering analysis of our current Heating, Ventilating, and Air Conditioning (HVAC) system. The resulting recommendations were included in a bid for Civic Center HVAC upgrades. The focus of the installation is on achieving energy efficiencies through retrofitting the existing system to use multiple sensors (CO2, static pressure, temperature, and occupancy). Additionally, a computer based temperature control system will be installed similar to that currently in use in two of our other facilities (Police Station and Library).

The City received three bids for the outlined work. The bids were reviewed by J.S. Vig, the City's EECBG consultant, and Facility Operations staff. During this review we identified that Service Control Inc. had proposed a control system contractor that was identified in the bid specifications (Michigan Environmental Controls). The lowest bidder, Tech Mechanical, proposed installing the control system in lieu of the control contractors listed in the specification. Service Control, Inc. was identified by our team as providing the best solution for the City.

Contractor	Base Bid
Tech Mechanical	\$49,713
Service Control	\$53,900
RW Mead	\$65,400

RECOMMENDED ACTION: Approval to award the contract for the Novi Civic Center HVAC Upgrades to Service Control, Inc., the lowest responsive qualified bidder, in the amount of \$53,900, utilizing Energy Efficiency and Conservation Block Grant funding.

	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				

CONTRACTOR BID EVALUATION FORM

Project: Novi Civic Center HVAC Upgrades
 Project #:
 Budget: \$37,301

Trade: HVAC

Date: 10/6/10
 Bid Date: 10/1/10
 Start Date:

Bidder:	Tech Mechanical	Service Control	RW Mead
Contact:	Michael Curt	Bob Howe	John Mora
Scope of Work Description:	Voice #:	248-322-5600	(248) 478-1133
			(586) 296-3650
			NOT INTERVIEWED
Receive Addendum #1 - 9/27/10	Yes	Yes	Yes
Permits	Yes	Yes	
Prevailing Wage/Davis Bacon	Yes	Yes	not provided
Waste Stream Management Plan	Yes	Yes	not provided
ARRA Compliant	Yes	Yes	not provided
Schedule for Completion, October 26th start date	8 weeks (mid december)	8-10 weeks (mid to late december)	not provided
Closeout Manuals, Training, Inspection	Yes	Yes	
100% Supervision	Yes	Yes	
Bid Bond	Yes	Yes	Yes
Bonds/Insurance per Invitation to Bid	Yes	Yes	
1 year parts and labor warranty	Yes	Yes	
Base bid	\$49,713	\$53,900	\$65,400
Complete Mechanical Demolition per plans (t-stats)	Yes	Yes	
Install new CO2 sensors per plans	Yes	Yes	
Install new static pressure sensors	Yes	Yes	
Install new temperature sensors	Yes	Yes	
Install new dual technology occupancy sensors with adjustable time parameters	Yes	Yes	
Install new mechanical control panel	Yes - Honeywell/Johnson	Yes - Johnson Controls	
- Using specified controls (Siemens, Michigan Environ. Controls, Service Controls)	No - Internal	Yes - Michigan Environmental	
Provide variable frequency drives for supply and return fans on AHU2 & 4	Yes	Yes	
Provide variable volume and CO2 controls for AHU 2 & 4 per plans	Yes	Yes	
Convert constant volume boxes to pneumatic variable volume boxes	Yes	Yes	
- Re-set velocity controller, damper actuator, etc	Yes	Yes	
Re-use existing pneumatic thermostats	Yes	Yes	
Web-based controls	Yes	Yes	
Certified Air Balance	Yes (internal not 3rd party)	Yes - 3rd party	
Exclusions	None	None	
Complete Electrical Demo per plans	Yes	Yes	
Re-work existing conduit from return air fan motor variable frequency drive	Yes	Yes	
Utilize disconnect switch made available for variable frequency drive	Yes	Yes	
Power to new control panel	Yes	Yes	
Totals	\$49,713.00	\$53,900.00	\$65,400.00
Alternates	none	none	none
Totals (with Alternates)	\$49,713.00	\$53,900.00	\$65,400.00

Prepared By: Justin Barringer
 Project Manager

Approved By: _____
 Owner

CONTRACT FOR Novi Civic Center HVAC Upgrades

THIS CONTRACT FOR SERVICES AND MATERIALS ("Contract"), dated November 8, 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 **Service Control Inc.** whose address is 2852 Amberwood Trail, Howell, MI 48855 (hereinafter referred to as "Contractor").

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

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

Article II. Timing of Performance.

Performance of this Contract shall commence on November 8, 2010, delivery of the materials and performance of the work shall be completed according to the timing set forth as part of Schedule A. The completion date for all services and delivery of all materials as described in Schedule A shall be 8 weeks, provided, however, that if delays in construction of the building delay contractor's performance, the completion date shall be extended for a period equal to the period of delay. The timing for performance of any such work may also be extended, if allowed in writing by the Client in its sole discretion.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount not to exceed \$53,900.00 for services and materials as specifically set forth in the completed Proposal attached which are part of the attached Schedule A. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. The Client agrees to pay Contractor amounts due within thirty (30) days of receipt of an itemized billing/invoice from Contractor detailing all materials provided and work performed in connection with the billing and the hours and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

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

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

Article IV: Termination.

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

Article V: Independent Contractor/Vendor Relationship.

- A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.
- Contractor, as an independent contractor and/or vendor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.
- B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: **Liability and Insurance.**

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

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

Davis-Bacon Act: Consultant 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).

Weekly certified payrolls will be submitted by the Contractor to the Client.

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

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

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

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

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

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

shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subjected to discrimination in the performance of this contract.

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

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

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

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

WITNESS:

City of Novi ("Client"):

By: _____

David B. Landry
Mayor

By: _____

Maryanne Cornelius
City Clerk

WITNESS:

Contractor _____

By: _____

Representative Name
Title

1275476.3

SCHEDULE B

A. Insurance Requirements

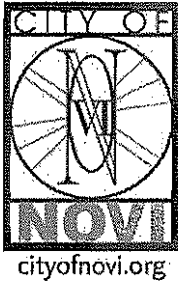
The vendor will not commence work, nor will the City of Novi sign a contract, until vendor has obtained and delivered to the City of Novi the certificate of insurance required under this contract. All insurance carriers must be acceptable to the City of Novi and licensed and admitted to do business in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

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

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

Novi, 45175 W. Ten Mile Rd., Novi, MI 48375 prior to commencement of performance under this Contract and at least 15 days prior to the expiration dates of expiring policies.

6. If any work is sublet in connection with this Contract, the Vendor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Vendor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City of Novi has the authority to vary from the specified limits as deemed necessary.
9. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City of Novi render inadequate insurance limits, the Vendor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Vendor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
10. Hold harmless/Indemnity
 - a. The Vendor agrees to save harmless and defend the City of Novi against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the City of Novi may suffer as a result of claims, demands, costs, or judgments against it arising from, out of or in consequence of the performance of this agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, its officers, agents, or employees.
 - b. The Vendor agrees that it is 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 Vendor's 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.



CITY OF NOVI

EECBG NOVI CIVIC CENTER HVAC UPGRADES (REBID)

INSTRUCTIONS TO BIDDERS

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

IMPORTANT DATES

Bid Issue Date	September 15, 2010
Mandatory Pre-bid Meeting	Tuesday, September 21st at 10:00 am Novi Civic Center, 45175 W. 10 Mile Rd., Novi, MI 48375
Last Date for Questions	Friday, September 24, 2010 by 12:00 pm Please submit all questions via email to: Justin Barringer, Owner's Representative justinb@jsvg.com
Response Due Date	Friday, October 1, 2010 by 2:00 pm

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 Three (3) 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:
REBID OF EECBG – NOVI CIVIC CENTER HVAC UPGRADES
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 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, DiClemente Siegel & 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 and balancing Change Order, 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

For information on Davis Bacon Wage Determination please visit:
<http://www.wdol.gov/Index.aspx>

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.

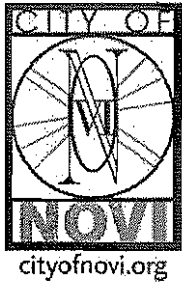
NON-DISCRIMINATION

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 NOVI CIVIC CENTER HVAC UPGRADES (REBID)
SPECIFICATIONS

The City hereby solicits bids to upgrade the air delivery systems at the Civic Center from constant air volume operation to variable air volume operation, including the installation of CO2 sensors and occupancy sensors. Please reference the available drawings for complete details and specifications.

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.

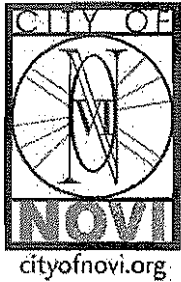
CLEAN UP

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 GENERAL CONDITIONS

SUBMISSION OF BID

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

To be considered, sealed bids must arrive at the specified location, on or before the specified time and date. There will be no exceptions to this requirement. Contractors mailing bids should allow ample time to ensure the timely delivery of their bid. Bids received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected bids.

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

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

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

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

No bid 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.

USE OF THE CITY LOGO IN YOUR BID IS PROHIBITED.

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 ITB is available without redaction to any individual or organization upon request.

CONSIDERATION OF BIDS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder/proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the bidder states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

The Purchasing Manager hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

RESPONSIBILITIES OF THE AWARDED CONTRACTOR

- A. Provide certificates of insurance, per attachment "A", prior to award.
- B. Provide financial statements for review by the City of Novi, prior to award.
- C. Provide all required submittals and closeout information for the project including, but not limited to, grant compliance, commissioning, general product and equipment approval, and available sources of funding such as utility incentive programs.
- D. Provide all design drawings, sealed or stamped by an engineer, for permit as required by the City of Novi.
- E. All colors and finishes shall be selected by Owner. Submit samples of proposed materials for approval.
- F. For change orders, Contractor shall furnish supporting information as required by Owner, including cost breakdown, invoices, load tickets, etc.
- G. Materials and equipment shall be new, of good quality, as specified or approved by Owner; and installed in accordance with the manufacturer's requirements, applicable building codes and good construction standards.
- H. The General Contractor and Subcontractors shall guarantee all of the work to be free from defects in workmanship and materials for the period of a manufacturer's warranty, but not less than (1) year from date of Substantial Completion.
- I. Verify all conditions in field. Notify the Construction Manager of discrepancies before proceeding with construction.
- J. Notify owner at least 48 hours in advance of any temporary disruption of electrical, water, telephone, gas or other services.
- K. Construction Site Safety is the responsibility of the Contractor. Provide a copy of your safety program.
- L. Comply with all Federal requirements of the American Recovery and Reinvestment Act (ARRA), Davis Bacon, and Waste Stream Management for EECBG projects.



**CITY OF NOVI
REQUEST FOR QUALIFICATIONS**

EECBG NOVI CIVIC CENTER HVAC UPGRADES (REBID)

COMPANY INFORMATION

Name of Firm _____

Address _____

Address (local facility) _____

Distance of facility from the Novi Civic Center _____

City, State, Zip _____

Telephone _____ Fax _____

Mobile _____

Agent's Name (please print) _____

Agent's Title _____

Email address _____

Website _____

COMPANY BACKGROUND

Organizational structure (Corp, Partnership, etc): _____

Firm Established: _____

How many full time employees? _____ Part time? _____

Provide a letter from your bonding capacities.

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

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

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

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

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

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

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.

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 _____

Address _____

Phone _____ Contact name _____

Company _____
Address _____
Phone _____ Contact name _____

Company _____
Address _____
Phone _____ Contact name _____

Company _____
Address _____
Phone _____ Contact name _____

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

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

Signature of Authorized Company Representative: _____
Representative's Name (please print): _____
Date: _____



CITY OF NOVI

NOVI CIVIC CENTER HVAC UPGRADES

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 on the Bid/Proposal Form.

CONTENTS: Included in this Addendum is one (1) page of written addenda description plus two (2) pages consisting of the sign-in sheets for the mandatory pre-bid meeting.

CLARIFICATIONS:

Interview: Wednesday, October 6, 2010 at 9:00 a.m.

A conference call interview with the bidder being considered for the award will take place as part of the evaluation process. Bidders should make sure they are available at the date & time listed above.

QUESTIONS:

1. Question: What pathway should the low voltage wiring between the two mechanical rooms follow?
Answer: The blue low voltage cabling should be run overhead through the atrium and should be concealed against the structural members in the upper area of the atrium.
2. Question: Should the wiring in the Multi Purpose Room for the thermostats be run in wiremold or in exposed conduit?
Answer: The existing pathways to the thermostats concealed in the walls should be reused and the existing wiring should be used as a pullstring. Exposed conduit painted to match the block walls can only be used if there is not an existing pathway available and this would need to be approved by the engineer and/or Owner.
3. Question: Can the wiring to the new thermostats and temperature sensors in the Atrium be run in exposed conduit along the wall?
Answer: The contractor should not run exposed conduit on the wall, but should utilize the open shaft area behind the elevator to route the cabling for the new thermostat and temperature sensor.

Sue Morianti
Purchasing Manager

Notice dated: September 27, 2010



**CITY OF NOVI
BID FORM
EECBG NOVI CIVIC CENTER HVAC UPGRADES (REBID)**

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 Fifty three thousand nine hundred dollars and no cents
Dollars \$ 53,900.00

Voluntary Alternates (use separate sheet if necessary):

Description	ADD	DEDUCT
<u>1. NONE</u>	<u>\$ N/A</u>	<u>\$ N/A</u>
<u>2. NONE</u>	<u>\$ N/A</u>	<u>\$ N/A</u>

We acknowledge receipt of the following Addenda:

No. 1, dated 9/27/10 No. _____, dated _____
No. _____, dated _____ No. _____, dated _____

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

NONE


PLEASE TYPE:

Company Name: Service Control Inc.

Address: 2852 Amberwood Trail Howell MI 48855

Agent's Name: Bob Howe

Agent's Title: President

Agent's Signature: 
Telephone Number: 248 478-1133 Fax Number: 517 552-9382
E-mail Address: bob@servicecontrolinc.com
Date: 9/29/10

September 1, 2010

RE: **Schedule of Construction**
EECBG – Novi Civic Center HVAC Upgrades

- Typically, material lead time is 10 to 15 business days (2 – 3 weeks).
- Installation plus air balance, check, test and start up (commissioning) should take approximately 2 months.



2852 Amberwood Trail • Howell, Michigan 48855
Phone: (248) 478-1133 • Fax: (517) 552-9382

September 1, 2010

RE: Compliance Requirements

To Whom It May Concern,

This letter is to assure you that Service Control, Inc. will be in compliance of the provisions set forth in the American Recovery and Reinvestment Act (ARRA), David Bacon/Prevailing Wage and NEPA Waste Stream Requirements per the guidelines for EECBG Projects.

Please contact me should you have any questions.

Thank you,

A handwritten signature in black ink, appearing to read "Bob Howe", written in a cursive style.

Bob Howe
Service Control, Inc.



cityofnovi.org

**CITY OF NOVI
REQUEST FOR QUALIFICATIONS**

EECBG – NOVI CIVIC CENTER HVAC UPGRADES

COMPANY INFORMATION

Name of Firm Service Control Inc.
 Address 2852 Amberwood Trail
 Address (local facility) Same
 Distance of facility from the Novi Civic Center approximately 30 miles
 City, State, Zip Howell MI 48855
 Telephone 248 478-1133 Fax 517 552-9382
 Mobile 248 240-3925
 Agent's Name (please print) Bob Howe
 Agent's Title President
 Email address bob@servicecontrolinc.com
 Website www.servicecontrolinc.com

COMPANY BACKGROUND

Organizational structure (Corp, Partnership, etc): Michigan Corporation
 Firm Established: 1977
 How many full time employees? 7 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 controls service and installation. Programming, Pneumatic Controls,
DDC and Electric Controls; Electrical contracting.

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

Refrigeration licenses, Mechanical license, Electrical Contractors license, Builders license, 4 - Master Electrical licenses.

Provide a list of all technicians and other professional staff to be assigned to this project. Project Manager, Master Electricians, Air Balance Technicians, Programmers, Commissioning Agents.

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

Service vans, Scissor lift, Computers, Greenlee Conduit Benders (Electric), Tuggers, etc.

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.

Ann Arbor Wastewater Tx Plant (DeCal Mechanical)	380,965.65	83%	BAE Systems (MEC)	132,290.32	97%
(DeMaria) Henry Ford Hospital 10269900-13	197,575.00	79%	MSC - Huron valley Correctional (MEC)	41,400.00	0%
VA Oncology Phase I (FedTech)	192,500.00	0%	VA Oncology Phase II (FedTech)	77,000.00	0%
UM Survival Flight (AZ Shmina)	62,900.00	0%	UM Naval Arch (JE Green)	52,900.00	0%
South Shore CT Replacement (Kasco)	77,800.00	0%	St. Joseph Mercy 3010138849-CAPL	8,340.00	0%

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 DeMaria Building Company
Address 45500 Grand River Novi MI 48376
Phone 248 348-8710 Contact name Eric Dumont

Company AZ Shmina Inc.

Address 11711 Grand River Rd. Brighton MI 48116

Phone 810 227-5100 Contact name Ben Bushkuhl

Company Walbridge Aldinger

Address 1190 Washtenaw Ann Arbor MI 48104

Phone 313 963-8000 Contact name John Molnar

Company Westside Mechanical Contractors

Address 5115 Red Fox Brighton MI 48114

Phone 810 229-5190 Contact name John Wolff

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

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

Signature of Authorized Company Representative: _____



Representative's Name (please print): Bob Howe

Date: 9/1/2010

City of Novi

Novi Civic Center HVAC Upgrades

45175 West Ten Mile Road

Novi, Michigan 48375



DICLEMENTE SIEGEL DESIGN INC.

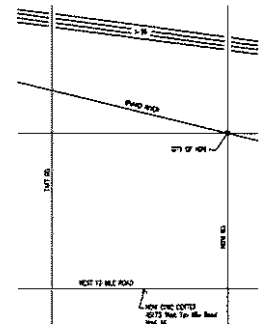
28105 GREENFIELD ROAD
SOUTHFIELD, MICHIGAN 48076-3048
DSD PROJECT No. 10-1311.00

ARCHITECTS • ENGINEERS • PLANNERS

T-1 TITLE SHEET

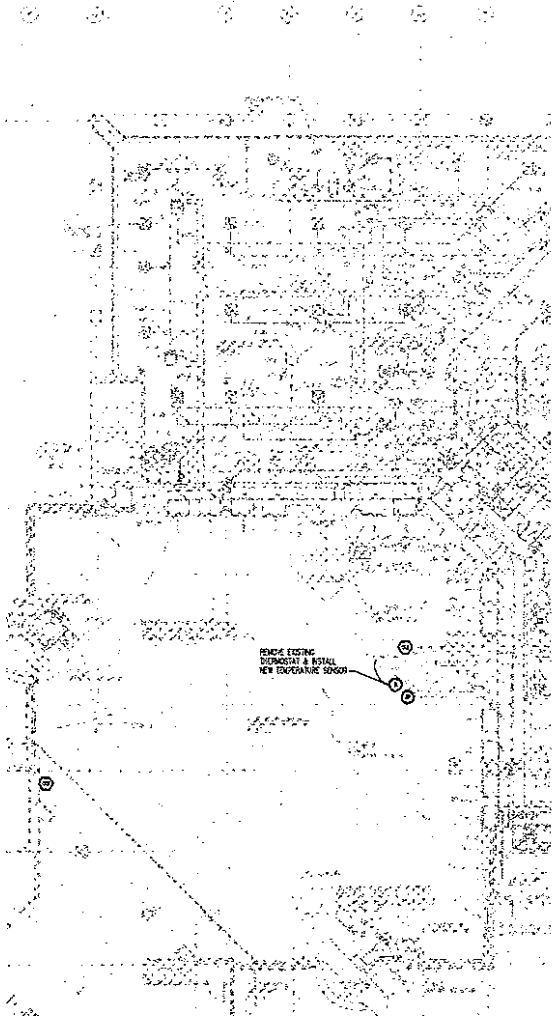
MECHANICAL SHEET INDEX	
SHEET	DESCRIPTION
M-1	GENERAL MECHANICAL INFORMATION, OVERVIEW OF SCOPE & PARTIAL FLOOR PLANS AREA "A" - HVAC
M-2	PARTIAL FIRST FLOOR & MEZZANINE PLANS AREA "A" - HVAC
M-3	GENERAL DRAWINGS, SCHEDULE & SPECIFICATIONS

ELECTRICAL SHEET INDEX	
SHEET	DESCRIPTION
E-1	SHEET INDEX, SYMBOL LIST & OVERVIEW OF SCOPE
E-2	PARTIAL FLOOR PLANS - AREA "A" - ELECTRICAL
E-3	PARTIAL FLOOR PLANS - AREA "B" - ELECTRICAL

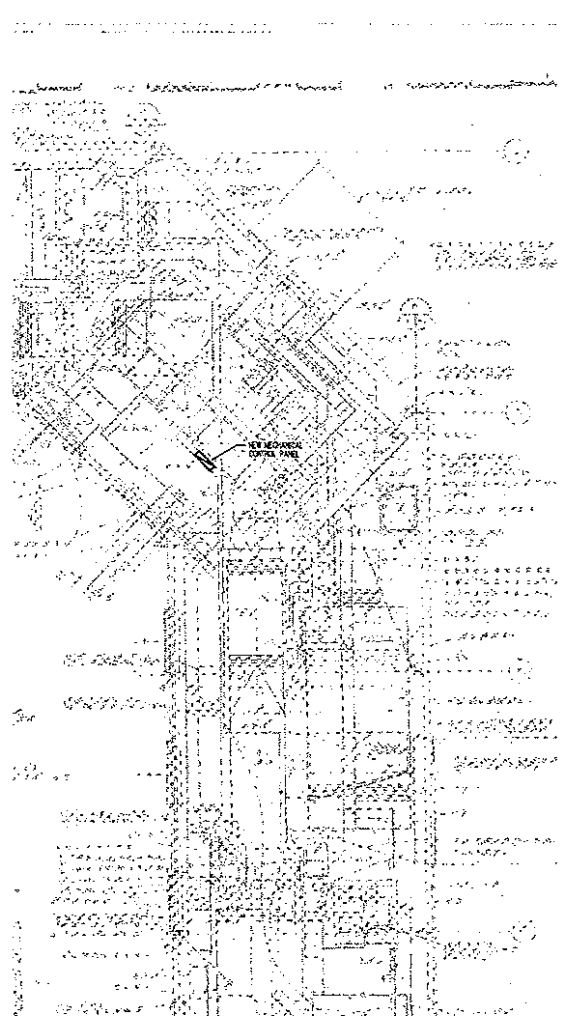


 LOCATION MAP
NOT TO SCALE

SHEET: 11
ACQUISITION: 10-1311.00-11
DESIGNED PER: BJS
DATE: 8/9/10



PARTIAL FIRST FLOOR PLAN AREA "A" - HVAC
SCALE: 1/8" = 1'-0"



PARTIAL MEZZANINE FLOOR PLAN AREA "A" - HVAC
SCALE: 1/8" = 1'-0"

ABBREVIATIONS	
SYMBOL	DESCRIPTION
AWU	AIR HANDLING UNIT
AI	ANALOG INPUT
AO	ANALOG OUTPUT
C	CLOSED
OWP	OUTSIDE WATER
COE	CARBON DIOXIDE
DI	DIGITAL INPUT
DO	DIGITAL OUTPUT
HROR	HEATING HOT WATER RETURN
HRWS	HEATING HOT WATER SUPPLY
JWR	JUNCTION BOX
JA	INSTRUMENT CONTROLS AIR
MC	NORMALLY CLOSED
NO	NORMALLY OPEN
OA	OUTSIDE AIR
RAF	RETURN AIR FAN
SF	SUPPLY AIR FAN
TEMP	TEMPERATURE
DI	THERMISTOR SENSOR
WFO	VARIABLE FREQUENCY DRIVE
VVS	VARIABLE AIR VOLUME BOX

SYMBOL LEGEND	
SYMBOL	DESCRIPTION
	OUR SENSOR
	OCCUPANCY SENSOR
	STATIC PRESSURE SENSOR
	TEMPERATURE SENSOR

MECHANICAL SHEET INDEX	
SHEET	DESCRIPTION
M 1	GENERAL MECHANICAL INFORMATION, OVERVIEW OF SCOPE & PARTIAL FLOOR PLANS AREA "A" - HVAC
M 2	PARTIAL FIRST FLOOR & MEZZANINE PLANS AREA "A" - HVAC
M 3	CONTROL DIAGRAMS, SCHEDULE & SPECIFICATIONS

OVERVIEW OF MECHANICAL SCOPE

THIS OVERVIEW OF SCOPE IS INCLUDED TO GIVE THE CONTRACTOR A GENERAL OVERVIEW OF THE PROJECT REQUIREMENTS. THE OVERVIEW IS NOT A BIDDING AND IS NOT INTENDED TO AND SHOULD NOT BE USED TO ESTABLISH CONTRACT LIMITS OR PRICING REQUIREMENTS. THE CONTRACT DOCUMENTS SHALL BE USED TO ESTABLISH CONSTRUCTION CONTRACT SCOPE.

THIS OVERVIEW OF SCOPE INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING:

EQUIPMENT:

- PROVIDE VARIABLE FREQUENCY DRIVES FOR SUPPLY AND RETURN FANS ON AHU-1 & AHU-2
- PROVIDE VARIABLE VOLUME AND CO2 CONTROLS FOR AHU-1 & AHU-2 AS SPECIFIED IN SCHEDULE OF OPERATION AND SHOWN ON CONTROL DIAGRAMS
- PROVIDE ALL SENSING DEVICES AS SHOWN ON THE DRAWINGS
- CONNECT CONSTANT VOLUME BOXES TO VARIABLE VOLUME BOXES.

PERMIT REQUIREMENTS

PROVIDE ALL NECESSARY PERMITS. ALL WORK SHALL BE INSTALLED TO COMPLY WITH THE ORDINANCES, STATE AND LOCAL CODES INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING CODES AND THEIR RELATED REFERENCED:

- 2006 MICHIGAN BUILDING CODE
- 2006 MICHIGAN MECHANICAL CODE
- 2006 MICHIGAN PLUMBING CODE
- 2006 NATIONAL ELECTRICAL CODE
- 2006 MICHIGAN REHABILITATION CODE FOR EXISTING BUILDINGS

MANUFACTURER AND MODEL NUMBER LISTED REPRESENTS THE BASIS OF DESIGN FOR THIS PROJECT. THE MECHANICAL CONTRACTOR SHALL SHOW ALL ADDITIONAL COST ASSOCIATED WITH USING EQUIPMENT BY OTHER APPROVED MANUFACTURERS INCLUDING ADDITIONAL COSTS BY OTHER TRADES.

ALL EQUIPMENT INSTALLED SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. WHERE FIELD OR PROJECT CONDITIONS DO NOT ALLOW ALL MANUFACTURER'S RECOMMENDATIONS TO BE MET, THE INSTALLING CONTRACTOR SHALL SUBMIT IN WRITING TO THE ENGINEER THE PROPOSED DEVIATION IN A SEPARATE TAB, ACCOMPANIED BY THE MANUFACTURER'S CONFORMANCE.



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Engineering and Architecture

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Newport, Michigan
D.C. Clemente Siegel Design Inc.
www.dcsiegel.com

City of Novi
Novi Civic Center HVAC Upgrades
Novi, Michigan

GENERAL MECHANICAL INFORMATION, OVERVIEW OF SCOPE & PARTIAL FLOOR PLANS AREA "A" - HVAC
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REVISION	DATE
OWNER REVIEW	8/2/10
BOS	6/9/10

DESIGNER	D.C./JSM
DATE	8/2/10
PROJECT No.	10-1311-00-01
PROJECT No.	10-1311-00