



CITY of NOVI CITY COUNCIL

**Agenda Item N
May 3, 2010**

SUBJECT: Approval to award a contract to Helder Greenhouse Construction Inc., the low bidder, for the purchase and construction of two MegaDome HP 30 material storage domes, in the amount of \$31,680.

SUBMITTING DEPARTMENT: Department of Public Services – Field Operations Division *(M.W.)*

CITY MANAGER APPROVAL: *(Signature)*

EXPENDITURE REQUIRED	\$31,680
AMOUNT BUDGETED	\$119,000 (\$38,000 for Two Material Storage Domes)
APPROPRIATION REQUIRED	\$0
LINE ITEM NUMBER	101-442.20-982.000 (Miscellaneous Equipment)

BACKGROUND INFORMATION:

As part of the 2009 -2010 City Budget, Council allocated funding for the purchase of two material storage domes to provide more temporary storage space at the DPS Field Services Complex, (currently, one temporary storage dome exists at DPS). The material storage domes will give the City an additional 3,6000 square feet of covered storage on a level hard surface. The attached photographs show the existing dome structure at the Field Services Complex.

On April 20, 2010 one bid was received following a public bidding period. Upon a thorough evaluation, the Department determined that Helder Greenhouse Construction, Inc. met all specifications by providing a responsive bid on the two (2) 30x60 material storage domes, including permits and construction labor.

Locally, Helder Greenhouse Construction, Inc. has satisfactorily completed projects for Great Oaks Maintenance of Novi, and the City of Novi for the existing dome. Materials are anticipated to arrive at the Field Services Complex in five weeks with construction completed in June.

The foundation will be constructed by DPS staff with labor at an estimated cost of \$1,100 and block at an estimated cost of \$6,400 which will complete the project. (See Matt Wiktorowski's memo dated April 27, 2010, attached.)

RECOMMENDED ACTION: Approval to award a contract to Helder Greenhouse Construction Inc., the low bidder, for the purchase and construction of two MegaDome HP 30 material storage domes, in the amount of \$31,680.

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

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

CITY OF NOVI
MATERIAL STORAGE DOMES BID TAB

4/20/10

H.G.C. Inc.				
	Qty	Unit Cost	Less Sales Tax	Total
Materials Cost	2	\$11,900	\$660	\$22,480
Labor Cost	2	\$4,600	\$0	\$9,200
Total Materials & Labor				\$31,680
Material Lead Time	5 weeks			
Construction Time	5 days per building			

MEMORANDUM



TO: ROB HAYES, DIRECTOR OF PUBLIC SERVICES
KATHY SMITH-ROY, FINANCE DIRECTOR
FROM: MATT WIKTOROWSKI, FIELD OPERATIONS SR. MANAGER *M.W.*
SUBJECT: MATERIAL STORAGE DOME FOUNDATIONS
DATE: APRIL 27, 2010

As part of the 2009 -2010 City Budget, Council allocated \$38,000 for the purchase of two material storage domes to provide more temporary storage space at the DPS Field Services Complex, (currently, one temporary storage dome exists at DPS). The new material storage domes will give the City an additional 3,600 square feet of covered storage on a level hard surface. The attached photographs show the existing dome structure at the Field Services Complex.

The existing material and storage dome at the Field Services Complex is anchored to 80 bin blocks that were stacked around the perimeter of the structure 72 inches high by DPS staff. This three sided block foundation allows equipment and materials to be stored without damaging the canvas cover, and increases vertical storage capacity.

The Department of Public Services has secured pricing on 160 additional blocks for both new domes, totaling \$6,400, plus \$1,100 for DPS labor or \$7,500 total. This block expenditure will be charged against the allocated funding for the domes through a separate purchase order. After purchase of the block foundation, both structures will reflect a combined total cost of \$39,180, (\$31,680 plus \$7,500, or \$19,590 per structure).

Including the \$1,180 overage for the domes, but not including the upcoming purchase of a new hot patcher in the 4th quarter, we will have accumulated a savings of \$7,049, as shown in this table:

Approved Expenditure	Allocated Amount	Expenditure Required	Difference
New Equipment and Material Storage Dome	\$19,000	\$19,590	<\$590>
New Equipment and Material Storage Dome	\$19,000	\$19,590	<\$590>
New Hydroseeder	\$24,000	\$21,274	\$2,726
Portable Equipment Lift	\$38,000	\$32,497	\$5,503
Total (101-442.20-982.000)	\$100,000	\$92,951	\$7,049

Therefore, unless the new hot patcher's price is greater than \$26,049 (\$19,000 budgeted + \$7,049 savings), then no additional appropriation would be needed for this line item. If you have any questions please see me at your convenience.



CONTRACT

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, 45175 W. Ten Mile, Novi, Michigan 48375 "City", and Helder Greenhouse Construction, Inc., whose address is 4535 84th St SE, Caledonia, MI 49316, "Contractor."

Work. For and in consideration of payment by the City as provided under the Payment Section of this Contract, Contractor shall perform the work described on and in the Work Specifications listed in "Exhibit A", which is a part of this Contract, in a competent, efficient, timely, good and workmanlike manner and in compliance with the following terms and conditions.

Permits. The work to be performed includes applying and paying for, and obtaining issuance of all required permits and satisfying all requirements or conditions for such permits.

Bonds and Insurance. The Contractor shall not commence work under this Agreement until he has obtained all insurance required under Attachment A, and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. A current certificate is to be provided to the City during the entire contract period. The Contractor shall also supply all necessary payment and performance bonds in a form acceptable to the City as required in Attachment A.

Time of Work. The contractor shall commence work within fifteen (15) calendar days after the notice to proceed is issued. All work must be completed within fifteen (15) working days after the contractor begins work. These time limits are of the essence of this Contract and failure to meet them shall permit City to terminate this Contract whether or not work has been commenced.

Payment. The City agrees to pay the Contractor an amount not to exceed the sum of \$31,680, based on unit price, after satisfactory completion of the work and within thirty (30) days of receiving a final bill or invoice for the work from the Contractor, accompanied by a sworn statement and full unconditional waivers of lien, confirming that all subcontractors and any material suppliers have been paid in full.

Changes. Any changes in the provisions of this Contract must be in writing and signed by the City and Contractor.

Liability. Contractor shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. Consistent with this liability, the Contractor agrees to defend, pay on behalf of, and hold harmless the City, its agents, and others working on its behalf 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 City by reason of personal injury and/or property damages which arises out of or is in any way connected or associated with this Contract.

Inspections, Notices and Remedies Regarding Work. During the performance of the work by Contractor, City shall have the right to inspect the work and its progress to assure that it complies with this Contract. If such inspections reveal a defect in the work performed or other default in this Contract, City shall provide Contractor with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Contractor shall correct the specified defects or defaults within the time specified. Upon a failure to do so, the City may terminate this Contract by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so a valid claim and charge against Contractor, or, preserve the claims of defects or defaults without termination by written notice to Contractor.

Demolition Disposal Requirements. The Contractor shall perform all work and dispose of all materials in compliance with all provisions of applicable federal, state, county and City environmental laws. This obligation includes lawful disposal of all material, with a condition of the City's payment obligation being Contractor delivering to City copies of written documents from the licensed landfill or disposal site, confirming the dates, quantities and types of demolition debris disposed of, the disposal costs and that those costs have been paid in full by Contractor.

Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because City is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

Governing Law. This Contract shall be governed by the laws of the State of Michigan.

Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the City.

Successors and Assigns. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

Notices. Written notices under this Contract shall be given to the parties at their addresses on page one by personal or registered mail delivery to the attention of the following persons:

City: Sue Morianti, Purchasing Manager, with a copy to Thomas R. Schultz, Secrest, Wardle, Lynch, Hampton, Truex and Morley, 30903 Northwestern Highway, Farmington Hills, MI 48333.

Contractor: Helder Greenhouse Construction, Inc., 4535 84th St SE., Caledonia, MI 49316.

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.

[signatures on next page}

WITNESS AND DATES
OF SIGNATURES:

Date: _____

Date: _____

Date: _____

CITY OF NOVI

By: David B. Landry
Its: Mayor

By: Maryanne Cornelius
Its: Clerk

CONTRACTOR

By: Helder Greenhouse Construction, Inc.,
Marvin Helder
Its: Owner

EXHIBIT A WORK SPECIFICATIONS

The specifications, limitations, requirements conditions for the striping work on City-owned and/or maintained property are as follows:



cityofnovi.org

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

MATERIAL STORAGE DOMES

The City of Novi will receive sealed bids for **Material Storage Domes** according to the specifications of the City of Novi.

A voluntary pre-bid meeting/site visit will be held **Wednesday, April 7, 2010 promptly at 10:00 A.M.** at the Department of Public Services, 26300 Delwal Dr., Novi, MI 48375

Sealed bids will be received until **3:00 P.M.** prevailing Eastern Time, **Tuesday, April 20, 2010** at which time bids will be opened and read. Bids shall be addressed as follows:

**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**

"MATERIAL STORAGE DOMES"

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; 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
smorianti@cityofnovi.org

Notice Dated: March 31, 2010



cityofnovi.org

CITY OF NOVI
MATERIAL STORAGE DOMES
SPECIFICATIONS

SCOPE

Work shall consist of the furnishing and constructing two (2) high profile material storage domes, anchored to a 6' concrete block foundation (which will be built by owner after this bid is awarded) as specified for the purpose of material and equipment storage by the City of Novi. These Specifications cover the furnishing of all dome materials, labor, tools, equipment, drayage, rigging, and any and all incidental items required for the complete furnishing and construction of two storage domes, as called for in these Specifications.

The high profile storage domes shall be a pre-engineered dome structure, modeled after the MegaDome HP 30, as manufactured by Les Industries Harnois Inc. 1044, rue Principale, St-Thomas-de Joliette, QC, J0K 3L0. Distributed through H.G.C. Inc, 84th St. Caledonia, MI, 49316; **or an approved equivalent.**

PERMITS, INSPECTIONS, AND TAXES

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.

The Contractor shall include in the work, without extra cost to the Department, all labor materials, services, apparatus, drawings, and related items in order to comply with all laws, ordinances, rules and regulations, whether or not shown on the Plans and/or in these Specifications.

The Contractor shall include in his bid all State Sales Tax, Social Security Taxes, State Unemployment Compensation Insurance, and all other such items of like nature. It is the intent that the bid shall represent the total cost to the City of Novi of all work included in this Contract.

EXAMINATION OF PLANS AND SPECIFICATIONS

Before submitting a proposal, each bidder shall examine the Plans and Specifications and shall become fully informed as to the extent and character of the work to be performed. No consideration will be given to alleged misunderstandings of materials to be furnished or work required under this contract. Submission of a proposal is an implied consent to the conditions of the Plans and Specifications.

SITE VISIT

A site visit is strongly encouraged but not required. The only time available for a site visit is during the voluntary pre-bid meeting/site visit at the date & time specified in the Instructions to Bidders section.

ACCESS TO THE WORK

The Owner or his representatives shall have access to the work at all times, shall be permitted to approach, enter or examine all stages or phases of the work as it progresses and shall have the authority to reject work which is defective in workmanship or material.

QUALITY OF MATERIAL

All material, appliances or appurtenances furnished under these Specifications shall be new and unused and shall be free from defects and imperfections. Any material, appliance or appurtenance thereto found to be defective shall be replaced by the Contractor at no cost to the City of Novi.

QUALITY ASSURANCE

- A. The Vendor must be able to demonstrate a successful completion record as a pre-engineered Dome Style Material Storage Building supplier or manufacturer.
- B. Erection Subcontractors must have adequate previous experience in this specialized work and must be certified by the Vendor as a qualified erector.
- C. The Contractor shall have a minimum experience of completing at least three (3) similar buildings. Contractor shall include name, address and telephone numbers of other owners of the same or similarly constructed buildings supplied and constructed by him.

DELIVERY, PROTECTION OF MATERIALS, AND ERECTION

- A. Delivery, protection and acceptance of materials at the work site shall be the Contractor's responsibility, including any losses due to theft, vandalism or accidental damage.
- B. The building furnished by the Contractor shall be erected and assembled at the work site and in accordance with Plans and Specifications as approved by the Department. The Contractor shall be responsible for the safe unloading and storage of materials and building components. It will also be the responsibility of the Contractor to make minor adjustments in the footings and foundation as deemed necessary.

CLEAN-UP

The Contractor shall not allow any waste material or rubbish caused by his employees to accumulate in or about the premises but shall promptly remove same. At completion of the work, all rubbish, tools, equipment, scaffolding and surplus materials shall be removed and the Contractor shall leave the site clean and ready to use.

EXECUTION

All materials and work shall be installed and completed in a workmanlike manner. The City reserves the right to direct, to the Contractor, the removal and replacement of any items which do not present reasonable appearance. Such removal and replacement shall be at the Contractor's expense.

PAYMENT TERMS

Invoice will be submitted to the Finance Department when work is complete. Upon confirmation that work is complete, the invoice will be approved and payment will be made within 30 days. No partial payments, pre-payments, or deposits will be made.

Work completed and accepted under this item and measured as provided in above specifications will be paid for at the lump sum price bid, which price shall be full compensation

for all materials, labor, tools, equipment, machinery, drayage, clean-up, guarantees and any and all incidental items required to complete the work.

REFERENCES

Contractor will provide three (3) references **with their bid** for projects similar in scope to this bid and completed within the last five years. Municipal references are preferred but not required. Please provide entity name, address, contact name, and phone number.

- 1) Great Oaks Maintenance
28635 West Park
Novi, Mi
Ph 248-939-0544 - Dave
- 2) City of Novi
26300 Dewal Dr.
Novi, Mi
Ph. - 248-343-5903 - Chris Quick
- 3) Plumbers Environmental Services
10075 Sedrock Industrial Dr S.W
Byron Center, Mi 49315
Ph. 616-877-3930
- 4) D. J. Landscape
4720 52nd St
Grand Rapids, Mi
Phone - 616-698-2700 - D.J.

MATERIALS AND CONSTRUCTION METHODS

GENERAL SPECIFICATIONS

A. Minimum design specifications for material storage dome, including end walls

1. Design to withstand 25 lbs, ground snow load (IBC 2006)
2. Design to withstand 40 mph wind load exposure with a 90 mph 3 second gust requirement (IBC 2006)
3. Design to withstand 5 lbs. of non-reducible live load
4. Building Plans to be sealed by a licensed professional engineer
5. No cable or building supports shall intrude in storage area
6. Building is a minimum of 30' 3" in width
7. Building is a minimum of 60' in length
8. Building center is a minimum of 14' 9' in inside height
 - i. Measured from bottom of base plate to bottom of inside cord of rafter in the building center – not including foundation height
9. Solid fabric end wall

B. Minimum fabric specifications for cover building including end walls

1. Covers/membranes/fabrics are not structural components
 - i. No tensioned membrane analysis used in cover building design
 1. Cover shall not be designed to function as a structural member and be made of 12 oz woven polyethylene fabric.
 2. Structural framework maintains integrity regardless of covers
2. Design temperature range – 40 to +150 degrees Fahrenheit
3. Main fabric color Green, less than 10% light transmission
 - i. Engineered coated products must meet all flame spread requirements.
 1. Colors may vary slightly from supplier to supplier and must receive final approval by the Field Operations Senior Manager

C. Warranty

- i. Length of cover warranty period
 1. Full 2 year 100% replacement
 2. 15 year pro-rated on standard 12 oz/yd (square) fabrics

D. Minimum coating specifications for cover building framework

1. Hot dipped galvanized to ASTM A123 or 3.9 mils of zinc on all manufactured building components including end wall.
 - i. All manufactured steel component surfaces (exterior and interior) are to have a minimum of 2.2 oz/ft (square) (+/- 5%) continuous
 1. Zinc coating to be applied after steel framework fabrication
 2. Zinc coating includes exterior welds and interior weld burns
 3. 1 oz. of zinc/ft (square) (320 g/m (square) of surface = to 1.7 mil (43 um)

- ii. Written certification verifying from the source of the zinc application that the coating meets the minimum 2.2 oz/ft (square) (+/- 5%) of zinc on all manufactured components surfaces
- 2. Bolts, nuts and washers are to be hot dipped galvanized
- 3. Materials field welded, cut, or with exposed bare metal shall have 3 coats of zinc enriched galvanizing paint applied at time of installation – min. 97% pure zinc
- 4. Warranty of hot dipped galvanized manufactured components
 - i. Full two (2) year 100% replacement
 - ii. 15 years pro-rated

E. Minimum steel specifications for cover building framework

- 1. Clear span structural steel square tubing – ASTM A500/ASTM A513
 - i. Minimum allowable tubing thickness – 14 gauge or .083
 - ii. Minimum 50 KSI Yield – 55 KSI Tensile ASTM A500
 - iii. Sheared, flattened, or deformed tubing is not allowed in truss design or manufacturing process
 - iv. Center material used to maintain truss rafter cord centers must either be continuously solid sheet, overlapping, or intersecting at truss rafter cords
 - 1. Gaps in center material termination between truss rafter cords greater than 1" will not be allowed in truss design or manufacturing
 - v. Center material that requires venting for hot dip galvanizing must be uniformly vented with methods that promote strength and coating quality
- 2. Center material that is vented with grinding wheels cut slots or irregular openings produced by torch methods will not be allowed
- 3. Plate or Bar Stock – ASTM
- 4. Structural fasteners – bolts, nuts, and washers – ASTM A325
 - i. All A325 connections must use a locking washer or locking compound
- 5. All welds must conform to American Welding Standards – AWS D1.1
- 6. All bolts, anchors, cables, and accessories to have a zinc finish
- 7. Warranty of hot dipped galvanized manufactured components
 - 1. Including corrosion and structural integrity
 - a. 15 years pro-rated
 - b. Installed by factory authorized personnel
 - c. Customer must comply with maintenance schedule
 - d. See manufacturer warranty for details

F. Fabric Cover Building Eaves

- 1. Eaves must terminate cover on structural square tubing with a sealing angle iron

G. Fabric Cover Building Maintenance

- 1. Manufacturer to provide a schedule of maintenance
 - i. Recommended maintenance program intervals

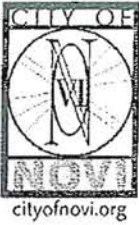
- ii. General care instructions
- iii. Maintenance requirements for warranty coverage
 - 1. Customer must document compliance with maintenance schedule for warranty coverage

H. Quality Control

- 1. Cover building systems with similar characteristics that deviate from the above specifications may be considered if
 - i. Deviations do not change the design concept, intended performance or overall scope of the cover building project
 - ii. All deviations that do exist in the cover building system are submitted in writing before bidding for consideration of equal
 - 1. Burden of proof for deviations acceptance is on the petitioner
 - a. Information & materials provided for burden of proof shall be provided from the original manufacturer of the products in question.
 - iii. All deviations in the cover building system are to be approved as equal in writing prior to bid for bid consideration
 - iv. All pre-approved cover building system providers are notified in writing three business days prior to bid opening of approved as equal deviations from approved specification
- 2. Cover building systems with deviation from specifications will not be considered unless all written approval for all deviation has been issued prior to bid opening

I. Minimum Requirements for Cover Building Installer

- 1. Pre-installation meeting with owner, general contractor, building installer, building supplier, and other relevant parties
 - i. meet prior to work proceeding
 - ii. Scope of work to be performed, time tables, and chain of communication
 - iii. Safety is a required point of discussion
- 2. Installer must have a safety policy that is available to the owner and building supplier for review while the installer is on owner's site
- 3. Installers crane or no-personnel lifting equipment certification
 - i. Written verification from an independent company licensed to perform crane certifications that crane has an inspection and passed with in the last 13 months.
 - ii. Completed daily crane inspection safety forms must be made available to the owner for review while the crane is on owner's site
 - iii. Written verification that only authorized personnel operate the crane



CITY OF NOVI
 BID FORM

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

MATERIAL STORAGE DOMES

Manufacturer Les Industries Harnois ^{INC.} Model # HP 30
 Size 30 X 60

	Unit Cost		Quantity		Total
Materials cost	\$ 11,900.00	X	2	=	\$ 23,800.00
Labor cost	\$ 4,600.00	X	2	=	\$ 9,200.00
Total	\$ 16,500.00	X	2	=	\$ 33,000.00

includes
 Sales
 Tax

Lead time needed before Install/Build 5 weeks

Days needed to Install/Build 5 days per building

We acknowledge receipt of the following Addendums: _____
 (please indicate numbers)

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

pre-galvanized from factory
if taxes are all exempt subtract \$660.00 per building

Comments: if you want us to build the block foundation 3
blocks high the cost for labor + materials is an additional
\$5400.00 per building.

Company (Legal Registration) Helder Greenhouse Construction (H.G.C.INC)

Address 4535 84th ST SE Caledonia, MI 49316

City Caledonia State Mi Zip 48316

Telephone 616-893-5464 Fax 616-891-1021

Agent's Name Marvin Helder
(please print)

Signature Marvin Helder

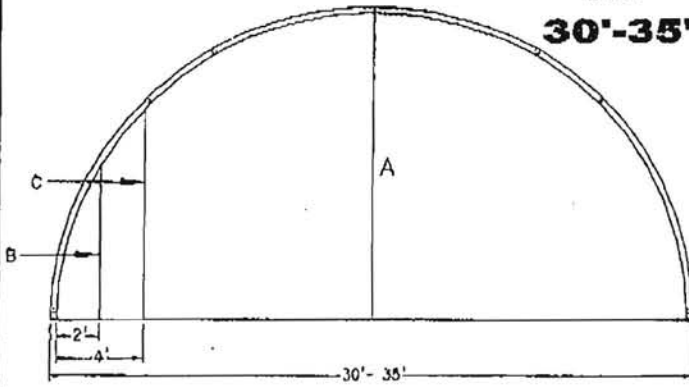
E-mail marvh @ charter . net

Date 4-14-10

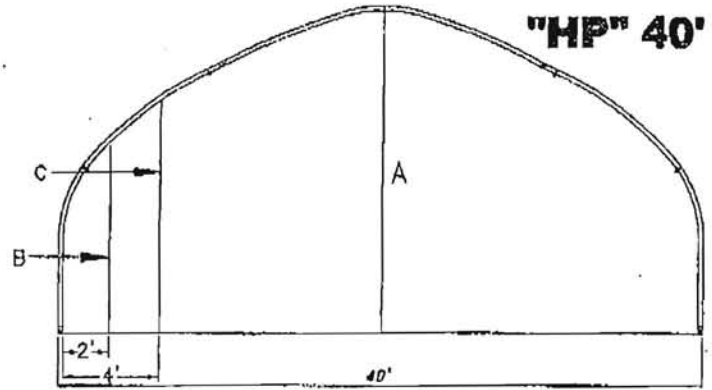


SINGLE ARCH MODEL PROFILES

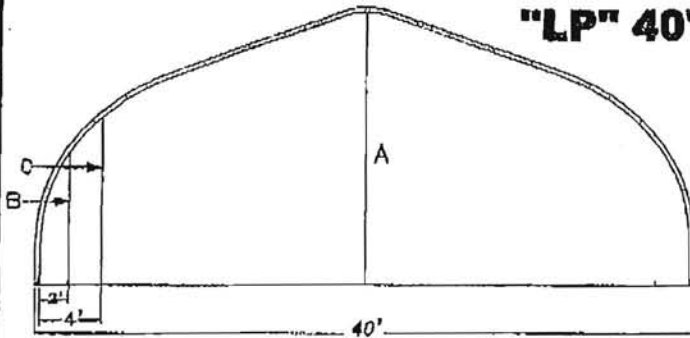
**"HP"
30'-35'**



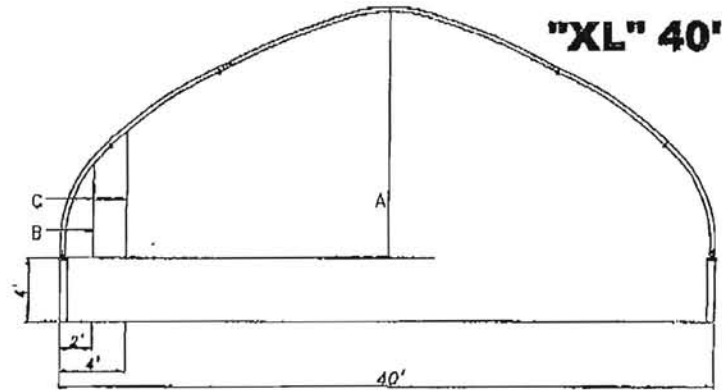
"HP" 40'



"LP" 40'



"XL" 40'



Models	A	B (2')	C (4')
HP 30'	14'9"	7'4"	10'1"
HP 35'	16'7"	7'5"	10'4"
HP 40'	20'7"	11'4"	13'4"
LP 40'	16'11"	8'2"	10'5"
XL 40'	15'7" *	6'4" *	8'4" *

* Add height of wall for clearance

H.G.C. INC
 4535 84th ST.
 CALEDONIA, MI 49316
 616-893-5484 616-891-4535

LES INDUSTRIES HARNOIS INC.
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 info@harnois.com • www.harnois.com