

CITY of NOVI CITY COUNCIL

**Agenda Item 2
December 20, 2010**

SUBJECT: Approval to award the contract for the City of Novi Building Lighting Project to Rauhorn Electric, Inc., the lowest qualified bidder, in the amount of \$108,755, utilizing Energy Efficiency and Conservation Block Grant funding.

SUBMITTING DEPARTMENT: Information Technology – Facility Operation Division

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$108,755
AMOUNT BUDGETED	\$162,800 (Includes design and installation)
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	101-265.00-976.050 and 594-000.00-136.700

BACKGROUND INFORMATION:

As part of the City's Energy Efficiency and Conservation Block Grant (EECBG) project a lighting design study was performed to provide a roadmap for achieving energy efficiencies within our City facilities. The design addressed the use of new fixtures, as well as, retro fitting existing fixtures. The resulting recommendations were included in a bid for a City of Novi Building Lighting Project. The focus of the project was to leverage existing DTE rebates and EECBG funds to create a solution that would reduce the City's building lighting energy costs.

The City received four bids for the outlined work. The bids were reviewed by J.S. Vig, the City's EECBG consultant, Facility Operations and Finance Department staff. One bid was disqualified due to an incomplete submission. During this review it was identified that Rauhorn Electric, Inc. provided the most cost effective solution using fixtures per bid specifications, reference verification and adhering to current code requirements. The bid award of \$108,755 includes improvements to the Civic Center, Fire Stations 1, Fire Station 4, and Meadowbrook Commons.

Vendor	Bid
Great Lakes Power, Inc.	\$170,210
Electrical Systems, Inc.	\$117,210
Rauhorn Electric, Inc.	\$108,755
Detroit Electrical Services	\$100,918

RECOMMENDED ACTION: Approval to award the contract for the City of Novi Building Lighting Project to Rauhorn Electric, Inc., the lowest qualified bidder, in the amount of \$108,755, utilizing Energy Efficiency and Conservation Block Grant funding.

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

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



Project Green
TAKING STEPS TOWARD REDUCING OUR COMMON FOOTPRINT

December 14, 2010

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

RE: City of Novi EECBG – Lighting Retrofits

Ms. Neumaier,

Please find our recommendations for lighting improvements to various municipal buildings including the Civic Center, Fire Station #1, Fire Station #4, and Meadowbrook Commons. Bids were received on December 1st, 2010 from Great Lakes Power, Rauhorn Electric Inc., Detroit Electrical Services, and Electrical Systems Inc.

After careful evaluation to ensure that the bids are even and complete in regard to the written scope of work, there are several areas where bid “gaps” were observed and highlighted on the attached breakdown summary. Reviewing each item in detail, the bidder that we feel is in the best interest of the City of Novi is Rauhorn Electric Inc. It is our recommendation to award the bid to Rauhorn Electric Inc. subject to your review.

Please see the breakdown summary attached in the bid evaluation worksheet. If you should have any questions please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Barringer".

Justin Barringer, LEED AP
Project Manager

CONTRACTOR BID EVALUATION FORM

Project: Novi Lighting Upgrades Trade: Electrical Date: 12/7/10
 Budget: \$137,205.00 Bid Date: 12/1/10 @ 12:00 pm

	Bidder:	Great Lakes Power	Rauhorn Electric, Inc.	Detroit Electrical Services	Electrical Systems Inc.
	Contact:	Rob Schwab	Todd J. Underhill	Paul D. Pauline	Darin Myers
Scope of Work Description:	Voice #:	(586) 716-4000	(586) 992-0400	(313) 223-2800	(586) 254-8463
					Did not interview
Permits (Fee to be waived by the City of Novi)		Yes	Yes	Yes	
Prevailing Wage/Davis Bacon Statement		Yes (did not provide)	Provided	Provided	Did not provide
Waste Stream Management Plan Statement		Yes (did not provide)	Provided	Provided	Did not provide
ARRA Compliant		Yes (did not provide)	Provided	Provided	Did not provide
Schedule for Completion, start date of 12/21/10		10 weeks (did not provide)	Complete 2/28/11	4 weeks after lead time for fixtures	Did not provide
Closeout Manuals, Training, Inspection		Yes	Yes	Yes	
Request for Qualifications Form		Provided	Provided	Provided	Did not provide
References		Provided	Provided	Provided	Did not provide
Attended Mandatory Pre-bid meeting		Yes	Yes	Yes	Yes
Addendum #1 - 11/19/10		Yes	Yes	Yes	Yes
Addendum #2 - 11/22/10		Yes	Yes	Yes	No
Exception to Specifications		None	None	None	Yes
Bid Bond		Provided	Provided	Provided	Provided
Able to provide bonds/insurance		Yes	Yes	Yes	
1 year parts and labor warranty		Yes	Yes	Yes	
Warranty parts/labor provided to meet DTE requirements		Yes	Yes	Yes	
Civic Center (New Light Fixtures)		\$72,210.00	\$72,210.00	\$72,210.00	\$72,210.00
- Includes all mandatory zones (highlighted in green per drawings)		Yes	Yes	Yes	
- Additional areas (highlighted in yellow per drawings)		No	No	No	No
- Additional areas (highlighted in red per drawings)		No	No	No	No
- Brand new fixtures (housing, troffers, electronic ballasts, bulbs, etc)		Yes	Yes	Yes	
- Meet the specifications and counts provided in the Lighting Study		Yes	Yes	Yes	
- Manufacturer of light fixtures proposed		Lithonia/Gasser Bush	Lithonia/Gasser Bush	Columbia - Michigan Lighting	
- Includes new occupancy sensors		Yes	Yes	Yes	
Civic Center (Retrofit Light Fixtures)		\$72,210.00	\$72,210.00	\$62,400.00	\$72,210.00
- Includes all mandatory zones (highlighted in green per drawings)		Yes	Yes	Yes	Yes
- Additional areas (highlighted in yellow per drawings)		Yes (6 checked areas)	Yes (5 checked areas)	Yes (all areas)	Yes (11 checked areas)
- Additional areas (highlighted in red per drawings)		No	No	No	No
- DPS Complete Retrofit option		No	No	Yes	No
- Did you walk through DPS to verify counts?		N/A	N/A	No	N/A
- Retrofit kits (reflectors, diffusers, electronic ballasts, adapters, bulbs, etc)		Yes (will not include lenses)	Will send cut sheets	Yes (includes items per specs)	
- Bulb counts will be per the Lighting Study		Yes	Yes	Yes - per prints	
- Manufacturer of Retrofit kits proposed		Will submit for approval	Harris Retrofit kit	Columbia Retrofit Kit	
- Includes replacement fixtures if a retrofit kit will not work		Yes	Yes (to be verified in field)	They don't anticipate this	
- All new fixtures in space if one fixture will not work with a retrofit kit		Yes	Yes (to be verified in field)	They don't anticipate this	
- Includes new occupancy sensors		Yes	Yes	Yes	
Fire Station #1 - Interior Lighting		\$27,000.00	\$13,800.00	\$20,792.00	\$19,350.00
- Did you walk through Fire Station #1 to verify counts?		No	Yes	Yes	
- Replace all T12 fixtures with T8 fixtures per counts provided		Yes	Yes	Yes	
- Brand new fixtures (housing, troffers, electronic ballasts, bulbs, etc)		New Fixtures	Mostly Retrofits/Some New	New Fixtures	
- Replace all Exit Signs to LED Exit Signs (retrofit or new?)		New Fixtures	New Fixtures	New Fixtures	
- Includes new occupancy sensors in areas identified in specifications?		Yes	Yes	Yes	
- Will the existing lighting levels be maintained? More bulbs, Less bulbs?		Yes - Same	Yes - Same	Yes	
Fire Station #1 - Exterior Lighting		\$6,000.00	\$3,500.00	\$3,973.00	\$5,675.00
- Retrofit kits for all exterior lighting poles		2 new arms and LED heads	3 shoe box fixtures - LED	4 new fixtures - induction	
- Will the existing lighting levels be maintained? More bulbs, Less bulbs?		Yes - same	Yes - same	Yes - same	

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CONTRACTOR BID EVALUATION FORM

Project: Novi Lighting Upgrades Trade: Electrical Date: 12/7/10
 Budget: \$137,205.00 Bid Date: 12/1/10 @ 12:00 pm

Bidder:	Great Lakes Power	Rauhorn Electric, Inc.	Detroit Electrical Services	Electrical Systems Inc.
Contact:	Rob Schwab	Todd J. Underhill	Paul D. Pauline	Darin Myers
Voice #:	(586) 716-4000	(586) 992-0400	(313) 223-2800	(586) 254-8463
Scope of Work Description:				
- Include any additional exterior lighting besides the light poles?	No	No	No	
Fire Station #4 - Interior Lighting				
	\$3,000.00	\$437.00	\$922.00	\$1,300.00
- Did you walk through Fire Station #4 to verify counts?	No	Yes	Yes	
- Replace all Exit Signs to LED Exit Signs (retrofit or new?)	New Fixtures	New Fixtures	Yes	
- Will the existing lighting levels be maintained? More bulbs, Less bulbs?	Yes - same	Yes	Yes	
Fire Station #4 - Exterior Lighting				
	\$25,000.00	\$13,000.00	\$3,973.00	\$5,675.00
- Retrofit kits for all exterior lighting poles	9 new arms and LED heads	8 shoe box fixtures - LED	4 new fixtures - induction	
- Will the existing lighting levels be maintained? More bulbs, Less bulbs?	Yes - same	Yes - same	Yes - same	
- Include any additional exterior lighting besides the light poles?	No	No	No	
Meadowbrook Commons				
	\$37,000.00	\$5,808.00	\$8,858.00	\$13,000.00
- Did you walk through Meadowbrook Commons to verify counts?	Yes	Yes	Yes	
- Retrofit all T12 fixtures with T8 fixtures (public and semi-public spaces) per counts provided	All new fixtures	Lamp and Ballast Replacement	Yes	
- Retrofit kits (reflectors, diffusers, electronic ballasts, adapters, bulbs, etc)	All new fixtures	No, lamp and ballast only	Yes	
- Replace all Exit Signs to LED Exit Signs (retrofit or new?)	Yes, new	No new exit signs required	Yes, new	
- Includes replacement fixtures if a retrofit kit will not work	All new fixtures	Yes (to be verified in field)	They don't anticipate this	
- All new fixtures in space if one fixture will not work with a retrofit kit	All new fixtures	Yes (to be verified in field)	They don't anticipate this	
NOTES:	Use pricing above as not to exceed pricing, retrofit kits would be less expensive			
General Scope				
- Includes all demolition and disposal of lighting systems	Yes	Yes	Yes	
- Supporting Whips / Screw fixtures into Grid	Yes	Yes	Not supporting existing wires	
- Use high efficiency T-8 lamps?	Yes	Yes - 32 watt	Yes	
- Includes all necessary mounting hardware	Yes	Yes	Yes	
- Light fixtures will not interfere with air systems	Yes	Yes	Yes - per specifications	
- Includes providing detailed submittals for approval	Yes	Yes	Yes	
- All occupancy sensors will control lighting in given room/space	Yes	Yes	Yes	
- Includes Labor, Materials, and Equipment to perform all work	Yes	Yes	Yes	
- Includes a lift for all work	Yes	Yes	Yes	
- Includes repairing finishes or fixtures as required for damaged caused	Yes	Yes	Yes	
- Supervision for all work on-site	Yes	Yes	Yes	
- Able to provide all invoices from suppliers, cut sheets, and other info required until DTE rebates are secured	Yes	Yes	Yes	
- Any questions on specifications or anticipation for added cost?	No	No	No	
Total (with new fixtures at Civic Center)	\$170,210.00	\$108,755.00	\$110,728.00	\$117,210.00
Total (with retrofit fixtures at Civic Center)	\$170,210.00	\$108,755.00	\$100,918.00	\$117,210.00
VOL ALTERNATES				
Induction retrofit kits for Fire Station #1 and #4 exterior lighting	None provided	None provided	(\$2,800.00)	None provided
Total (new fixtures with alternates)	N/A	N/A	\$107,928.00	N/A
Total (retrofit fixtures with alternates)	N/A	N/A	\$98,118.00	N/A

Prepared By: Justin Barringer
Project Manager

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Rachon



**BID FORM (REVISED)
CITY OF NOVI**

**EECBG
LIGHTING RETROFITS**

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

**BID BREAKDOWN for Novi Civic Center
NEW FIXTURE OPTION**

All bids for the Civic Center must include all mandatory zones highlighted in green on drawings E201A, E201B, E202A, and E203A. Bidders shall indicate additional zones they propose to complete within the allotted budget. Candidate will be evaluated on extent of the retrofit that is proposed. (Please note that you can check off a box only if all boxes above it have been checked as well. This ensures fair comparison between bidders.)

Civic Center

- Civic Center - A125, A126, & A129 except lighting over counters
- Civic Center - Lighting over counters in A125, A126, & A129
- Civic Center - B134
- Civic Center - A218, A236, A238 except lighting over counters
- Civic Center - A237, A239
- Civic Center - Lighting over counters in A218, A126, & A129
- Civic Center - A118, A119
- Civic Center - A221, A234
- Civic Center - B126, B127
- Civic Center - A227
- Civic Center - A101
- Civic Center - A113
- Civic Center - A206
- Civic Center - B128, B129
- Civic Center - A110
- Civic Center - Photo Sensors in Corridors B131, B133
- NONE

Civic Center Total Cost (not-to-exceed)

\$ 72,210

BID BREAKDOWN for Novi Civic Center and DPS

RETROFIT KIT OPTION

All bids for the Civic Center must include all mandatory zones highlighted in green on drawings E201A, E201B, E202A, E203A, and E301. Bidders shall indicate additional zones they propose to complete within the allotted budget. Candidate will be evaluated on extent of the retrofit that is proposed. (Please note that you can check off a box only if all boxes above it have been checked as well. This ensures fair comparison between bidders.)

Civic Center

- Civic Center - A125, A126, & A129 except lighting over counters
- Civic Center - Lighting over counters in A125, A126, & A129
- Civic Center - B134
- Civic Center - A218, A236, A238 except lighting over counters
- Civic Center - A237, A239
- Civic Center - Lighting over counters in A218, A126, & A129
- Civic Center - A118, A119
- Civic Center - A221, A234
- Civic Center - B126, B127
- Civic Center - A227
- Civic Center - A101
- Civic Center - A113
- Civic Center - A206
- Civic Center - B128, B129
- Civic Center - A110
- Civic Center - Photo Sensors in Corridors B131, B133
- DPS - Open Offices, Offices 1-4, Fleet Asset Mgr, Coordination Room, Copy Rm
- DPS - Conference / Kitchen
- DPS - Corridor, Lunchroom

Civic Center & DPS Total Cost (not-to-exceed)

\$ 72,210

BID BREAKDOWN
for Fire Station #1, Fire Station #4, and Meadowbrook Commons

BUILDING	FIXED FEE (not-to-exceed)
Fire Station #1 – Interior Lighting	\$ 13,800.00
Fire Station #1 – Exterior Lighting (3 Shoebox)	\$ 3,500.00
Fire Station #4 – Interior Lighting (Exit Signs Only)	\$ 437.00
Fire Station #4 – Exterior Lighting (8 Shoebox)	\$ 13,000.00
Meadowbrook Commons – T-12 to T-8 conversion	\$ 5,808.00
TOTAL BID (not-to-exceed)	\$ 36,545.00

VOLUNTARY ALTERNATES (DO NOT INCLUDE IN BASE BID FIGURE):
use separate sheet if necessary

Description	ADD	DEDUCT
1. None Noted _____	\$ _____	\$ _____
2. _____	\$ _____	\$ _____

We acknowledge receipt of the following Addenda:

No. One , dated November 19, 2010 No. _____, dated _____
 No. Two , dated November 22, 2010 No. _____, dated _____

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

None Noted


PLEASE TYPE:

Company Name: Rauhorn Electric, Inc.

Address: 17171 23 Mile Road / Macomb, MI 4804

Agent's Name: Todd J. Underhill

Agent's Title: Estimator

Agent's Signature: 

Telephone Number: (586) 992-0400 Fax Number: (586) 992-9845

E-mail Address: tunderhill@rauhornelec.com

Date: December 1, 2010



RAUHORN ELECTRIC, INC.
Electrical Contractor

17171 23 MILE ROAD • MACOMB, MI 48042-4100 • 586-992-0400 • FAX: 586-992-9845

**NOVI EECBG
LIGHTING RETROFITS PROJECT**



cityofnovi.org

CITY OF NOVI
REQUEST FOR QUALIFICATIONS

COMPANY INFORMATION

Name of Firm Rauhorn Electric, Inc.

Address 17171 23 Mile Road / Macomb, MI 48042

Address (local facility) _____

Distance of facility from the Novi Civic Center 45 Minutes

City, State, Zip Macomb, Michigan 48042

Telephone (586) 992-0400 Fax (586) 992-9845

Mobile (586) 405-7829

Agent's Name (please print) Todd J. Underhill

Agent's Title Estimator

Email address tunderhill@rauhornelec.com

Website www.rauhornelectric.com

COMPANY BACKGROUND

Organizational structure (Corp, Partnership, etc): Michigan Corporation

Firm Established: 7/16/1980

How many full time employees? 80 Part time? 10

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

Electrical including but not limited to: electrical infrastructure installation, directional boring, duct bank installation, trenching, light pole base installation, primary electrical service, pump station electrical and controls, transformer and switchgear, high voltage installations, lighting installations, traffic signals, traffic control monitoring systems, airport infrastructure, LED lighting retrofits, control tower and control system installations.

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

Master Electrical Licenses, Michigan Electrical Contractors License

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

Todd J. Underhill, Bruce Toward, Craig Merritt, Del Rau, Anthony Rau

REFERENCES

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

Dennis Schlitt - Integrated Design Solutions - City of Novi - Site and Stadium Lighting Project (248) 823-2100


Adrian Iraola - City of Ann Arbor DDA - Fifth & Division Streetscape Improvement Project (734) 994-6697

Ryan Giorio - Oakland University Lighting Project (248) 370-4383

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

Please See Attached

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

Signature of Authorized Company Representative: 

Representative's Name (please print): Todd J. Underhill

Date: December 1, 2010



RAUHORN ELECTRIC, INC.

Electrical Contractor

17171 23 MILE ROAD • MACOMB, MI 48042-4100 • 586-992-0400 • FAX: 586-992-9845

We would like to acquaint you with Rauhorn Electric, Inc. Our main office is located on a 20-acre parcel of land located in Macomb, Macomb County, Michigan, and includes 34,000 square feet of office and shop area, with ten acres of outdoor staging and storage. Our second facility is located in Detroit, Wayne County, Michigan. The Detroit facility consists of 7,000 square feet of warehouse area on approximately three acres.

Rauhorn Electric, Inc. has experienced steady growth every year to become a substantial union electrical contracting firm in the Detroit Metropolitan Area. Having celebrated our thirtieth year of business, we continue to provide quality electrical construction and service. Our abilities and experience include, commercial, industrial, airport, and municipal electrical contracting, as well as design build projects.

Over the past decade, Rauhorn Electric, Inc. has specialized in all areas of electrical infrastructure installation. This includes underground work, such as jacking, directional boring and plowing for electrical and communication conduit, duct banks, trenching, and light pole base installation, in addition to primary electrical service, pump station electrical and controls, transformer and switchgear, high voltage installations for Detroit Edison Company and the City of Detroit Public Lighting Department and lighting installations.

Our experience has allowed us to become a Pre-qualified Contractor with the Michigan Department of Transportation, with divisions specializing in traffic signal, street lighting, and traffic control and monitoring system installations. This includes high mast lighting (in excess of 125 feet) for roadways, parking lots and airports.

We also specialize in airport infrastructure and airfield lighting installation, including runway and taxiway lighting, illuminated signs, lighting vaults, control tower and control system installations. We are approved by the U.S. Department of Defense and Homeland Security as a specialty electrical contractor.

Our high quality and aspiring standards have allowed us continued growth. Our personnel are enthusiastic, qualified and conscientious, giving us the ability to keep our standards high and our goals met. Our journeyman linemen and journeyman wiremen are members of the I.B.E.W. Local #17 and Local #58, and we employ members of Operating Engineers Local #324, and Laborers Local #1191. Additionally, we are affiliated with the National Electrical Contractors Association (NECA), Michigan Electrical Contractors Association (MECA), Construction Association of Michigan (CAM) and the Michigan Infrastructure and Transportation Association (MITA).

We are confident in stating that Rauhorn Electric, Inc. has the ability to maintain an excellent rapport with the customers we service, as well as to provide expertise and quality in any and all work performed.

Should you have questions or require further information, please do not hesitate to contact the undersigned.

Sincerely,

Delbert J. Rau Jr.
President

REFERENCES

<u>Owner</u>	<u>Contact Name & Telephone</u>
City of Novi	Dennis Schlitt / Integrated Design Solutions (IDS) Phone (248) 823-2100 Cell (248) 561-6745 PROJECT: CITY OF NOVI – SITE & STADIUM LIGHTING VALUE: \$ 890,391.009 COMPLETED: November - 2008
Henry Ford Community College	Mike Miller / Walbridge – Aldinger Company Phone (313)963-8000 Cell (313)350-2345 PROJECT: HENRY FORD COMMUNITY COLLEGE – SITE LIGHTING DEARBORN, MI VALUE: \$ 2,374,725.00 COMPLETED: In Progress – Completion: November -2010
Livonia Marketplace	Larry Jones / Selective Construction, Inc. Phone (248) 569-6229 Cell (248) 640-3231 PROJECT: LIVONIA MARKET PLACE – SITE LIGHTING, LIVONIA, MI VALUE: \$ 488,500.00 COMPLETED: May - 2010
Star Academy	Bruce Lemons / Foresite Design, Inc. Phone (248) 547-7757 Cell (248) 224-7750 PROJECT: STAR ACADEMY – SITE AND STADIUM LIGHTING VALUE: \$ 214,441.00 COMPLETED: August – 2009

Gardenview Estates

Robert Hill / Detroit Building Authority

Phone (313) 963-8839

PROJECT: GARDENVIEW ESTATES – STREETLIGHTING PROJECT

VALUE: \$ 1,498,795.00

COMPLETED: In Progress – December – 2010

Croswell-Lexington

Dale Jerome / French Associates

Phone (248) 656-1377

PROJECT: CROSWELL-LEXINGTON HIGH SCHOOL / STADIUM BLEACHERS
& LIGHTING REPLACEMENT

VALUE: \$ 378,650.00

COMPLETED: October – 2009

SITE LIGHTING EXPERIENCE

NAME OF PROJECT: Nankin Boulevard Street Lighting – Westland
OWNER: City of Westland
ARCHITECT: Wade Trim Associates, Inc.
CONTRACT AMOUNT: \$ 348,711.00

NAME OF PROJECT: Ella Mae Ball Park – Lighting Replacements Project
OWNER: City of Novi
ARCHITECT: Integrated Design Solutions
CONTRACT AMOUNT: \$ 890,391.00

NAME OF PROJECT: Ambassador Bridge – Gateway Project – Duty Free Complex
OWNER: Detroit International Bridge Company
ARCHITECT: Hubbell, Roth & Clark, Inc.
CONTRACT AMOUNT: \$ 484,225.00

NAME OF PROJECT: Ambassador Bridge – Gateway Project – Site Lighting & Secondary Power
Distribution
OWNER: Detroit International Bridge Company
ARCHITECT: Hubbell, Roth & Clark, Inc.
CONTRACT AMOUNT: \$ 670,000.00

NAME OF PROJECT: Henry Ford Community College – Infrastructure Improvement Project
OWNER: Henry Ford Community College
ARCHITECT: Carl Walker, Inc.
CONTRACT AMOUNT: \$ 2,374,725.00

NAME OF PROJECT: Gardenvue Estates – Streetlighting / Detroit
OWNER: City of Detroit
ARCHITECT: Giffels – Webster, Inc.
CONTRACT AMOUNT: \$ 1,498,795.00

SITE LIGHTING EXPERIENCE – PAGE 2

NAME OF PROJECT: Wyandotte High School – Lighting Retrofit Project
OWNER: Wyandotte Public Schools
ARCHITECT: Wyandotte Public Schools
CONTRACT AMOUNT: \$ 36,650.00

NAME OF PROJECT: Livonia Market Place – Site Lighting
OWNER: Grand Sakwa Properties, Inc.
ARCHITECT: Rogvoy Architects, Inc.
CONTRACT AMOUNT: \$ 488,500.00

NAME OF PROJECT: Crosswell-Lexington High School – Stadium Bleacher & Athletic Field
Lighting
OWNER: Crosswell-Lexington Public Schools
ARCHITECT: French Associates, Inc.
CONTRACT AMOUNT: \$ 378,650.00

NAME OF PROJECT: Tri-Centennial State Park and Harbor – Phase 2 – Group A
OWNER: City of Detroit
ARCHITECT: JJR, Inc.
CONTRACT AMOUNT: \$ 267,620.00

NAME OF PROJECT: Capitol Park Improvement Project – Site Electrical
OWNER: City of Detroit, DDA
ARCHITECT: Merz & Associates, Inc.
CONTRACT AMOUNT: \$ 248,550.00

NAME OF PROJECT: Star International Academy – Athletic Facility – Site Electrical
OWNER: Star International Academy - Dearborn
ARCHITECT: Foresite Design, Inc.
CONTRACT AMOUNT: \$ 206,942.00



RAUHORN ELECTRIC, INC.
Electrical Contractor

17171 23 MILE ROAD • MACOMB, MI 48042-4100 • 586-992-0400 • FAX: 586-992-9845

December 1, 2010

City of Novi
45175 W. Ten Mile Road
Novi, MI 48375-3024

ATTN: City Clerk

Re: EECBG Lighting Retrofit Project

To Whom It May Concern:

Rauhorn Electric, Inc. will comply with the provisions per the guidelines for EECBG projects of the following with regards to our bid submitted for the referenced project:

- American Recovery and Reinvestment Act (ARRA)
- Davis Bacon Prevailing Wages
- NEPA Waste Stream Requirements

If you require additional information, please contact me at your convenience.

Sincerely,

Todd J. Underhill
Estimator

2010-1201btest2613comply



RAUHORN ELECTRIC, INC.

Electrical Contractor

17171 23 MILE ROAD • MACOMB, MI 48042-4100 • 586-992-0400 • FAX: 586-992-9845

Preliminary Schedule

City of Novi
45175 W. Ten Mile Road
Novi, MI 48375-3024

Re: EECEBG Lighting Retrofit Project

To Whom It May Concern:

Rauhorn Electric, Inc. proposes the following preliminary schedule to maintain the overall project completion date of February 28, 2011:

- Receive letter of intent & provide submittals by January 3, 2011
- Receive approved submittals within 3 days – order fixtures – January 6, 2011
- Receive fixtures within 6 weeks (Some will be received within 4 weeks) – February 6 – February 16, 2011
- Begin installation – 3 weeks total (February 7, 2011 – February 28, 2011)
- Completion – February 28, 2011

CONTRACT FOR Novi Lighting Retrofits

THIS CONTRACT FOR SERVICES AND MATERIALS ("Contract"), dated December 20, 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 Rauhorn Electric, Inc. whose address is 17171 23 Mile Road, Macomb, MI 48042 (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 December 20, 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 10 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 \$108,755.00 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 be include the following language: “Should any of the above policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named on this certificate”.
5. Additional Insured: All policies include the following language “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, it's officers, agents, or employees.
 - b. The Vendor agrees that is it its responsibility and not the responsibility of the City of Novi to safeguard the property and materials used in performing this contract. Further, the Vendor agrees to hold the City of Novi harmless for any loss of such property and materials used pursuant to the Vendors performance under this contract.
 - c. The Vendor shall not discriminate against any employee, or applicant for employment who is qualified to perform the work required in the execution of this contract because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Vendor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.