



# CITY of NOVI CITY COUNCIL

**Agenda Item H**  
**August 26, 2013**

**SUBJECT:** Approval to award a three year contact to R.W. Mead & Sons, Inc. for heating, ventilation, and air conditioning (HVAC) services. The Contract includes scheduled inspection, preventative maintenance and service/repair at an estimated cost of \$64,000.

**SUBMITTING DEPARTMENT:** Facility Operations

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>\$ Estimated \$64,000</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 64,000</b>
<b>APPROPRIATION REQUIRED</b>	<b>N/A</b>
<b>LINE ITEM NUMBER</b>	<b>814- Contractual Services 934- Building Maintenance For Departments 256, 301, 337, and 442</b>

**BACKGROUND INFORMATION:**

The City of Novi contracts HVAC services for the following municipal facilities: Civic Center, Police Station, Indoor Gun Range, Department of Public Services, Fire Stations 1,2,3, and 4. Additionally, we have included an option to allow the Library, Ice Arena, and Meadowbrook Commons to leverage this contract, should they choose, for services not covered by existing warranties. The scope of services provided by the vendor is as follows: scheduled preventative maintenance, general repairs and upgrades, and seasonal start-up/shutdown.

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

**RECOMMENDED ACTION:**

Approval to award a three year contact to R.W. Mead & Sons, Inc. for heating, ventilation, and air conditioning (HVAC) services. The Contract includes scheduled inspection, preventative maintenance and service/repair at an estimated cost of \$64,000.

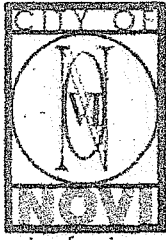
	1	2	Y	N
<b>Mayor Gatt</b>				
<b>Mayor Pro Tem Staudt</b>				
<b>Council Member Casey</b>				
<b>Council Member Fischer</b>				

	1	2	Y	N
<b>Council Member Margolis</b>				
<b>Council Member Mutch</b>				
<b>Council Member Wrobel</b>				

CITY OF NOVI  
HVAC MAINTENANCE PROFESSIONAL SERVICES CONTRACT BID TAB

7/9/2013  
11:00 A.M.

Base Bid- Inspections	Frequency	R.W. Mead		ATI Group		Stuart Mechanical	
		Option 1 - 1 yr contract w/2 renewals	Option 2 - 3 yr contract	Option 1 - 1 yr contract w/2 renewals	Option 2 - 3 yr contract	Option 1 - 1 yr contract w/2 renewals	Option 2 - 3 yr contract
Civic Center	once per quarter	1,313	1,300	1,290	1,290	3,068	3,130
Police Dept.	once per quarter	900	875	870	870	2,046	2,087
Indoor Gun Range	twice per year	300	290	288	288	228	233
DPS	twice per year	820	800	804	804	1,928	1,967
CEMS Building	twice per year	220	200	210	210	184	188
Fire Station 1	twice per year	520	500	492	492	417	500
Fire Station 2	twice per year	310	295	288	288	321	328
Fire Station 3	twice per year	225	210	210	210	271	277
Fire Station 4	twice per year	850	825	780	780	651	664
<b>Alternates</b>							
#1 - Library	once per quarter	1,100	980	1,350	1,350	4,893	4,991
#2 - Ice Arena	once per quarter	410	400	400	400	1,983	2,022
#3 - Meadowbrook Commons	twice per year	6,150	5,800	3,750	3,750	8,842	9,019
<b>Repairs/Service/Shutdown/ Startup (Hourly Rates)</b>							
Regular Hours	M-F 8-5pm, DPS 7:30-4 pm	74	73	74.00	74	87	90.78
Overtime Hours	M-F after 8, first 8 on Sat	105	104	92.50	92.50	130.50	133.11
Sunday Hours	12 am Sat - 8 am Mon	142	140	92.50	92.50	174	177.48
Holidays	5 pm prior night - 8 am following day	142	140	148	148	174	177.48
<b>Materials</b>							
Markup from wholesale cost %		15%	15%	15%	15%	20%	20%
<b>Other Charges</b>		Labor rate increase per year 2%	Labor rate increase per year 2%	N/A	N/A	Controls Technician \$98/hr	Controls Technician \$99.96/hr
<b>Exceptions</b>		Inspection of 30-Titus VAV boxes at Novi Public Library		N/A	N/A	None	None
Acknow. Addendum		yes		yes		no	



**CITY OF NOVI  
PROPOSAL FORM**

**HVAC MAINTENANCE / PROFESSIONAL SERVICES CONTRACT**

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

**SCHEDULED PREVENTIVE MAINTENANCE (INSPECTIONS)**

BASE BID	FREQUENCY	OPTION 1 – One Year Contract with Two 1-Yr Renewal Options	OPTION 2 – Three Year Contract
		COST PER INSPECTION	COST PER INSPECTION
Civic Center	Once per quarter	\$ 1,313.00	\$ 1,300.00
Police Department	Once per quarter	\$ 900.00	\$ 875.00
Indoor Gun Range	Twice per year (June/October)	\$ 300.00	\$ 290.00
DPS Facility	Twice per year (June/October)	\$ 820.00	\$ 800.00
CEMS Satellite Building	Twice per year (June/October)	\$ 220.00	\$ 200.00
Fire Station #1	Twice per year (June/October)	\$ 520.00	\$ 500.00
Fire Station #2	Twice per year (June/October)	\$ 310.00	\$ 295.00
Fire Station #3	Twice per year (June/October)	\$ 225.00	\$ 210.00
Fire Station #4	Twice per year (June/October)	\$ 850.00	\$ 825.00

ALTERNATES	FREQUENCY	OPTION 1 – One Year Contract with Two 1-Yr Renewal Options	OPTION 2 – Three Year Contract
		COST PER INSPECTION	COST PER INSPECTION
Alternate #1 – Novi Public Library	Once per quarter	\$ 1,100.00	\$ 980.00
Alternate #2 – Novi Ice Arena	Once per quarter	\$ 410.00	\$ 400.00
Alternate #3 – Meadowbrook Commons	Twice per year (June/September)	\$ 6,150.00	\$ 5,800.00

**REPAIRS/SERVICE CALLS/STARTUP/SHUTDOWN HOURLY RATES**

	<b>OPTION 1 - One Year Contract with Two 1-Yr Renewal Options</b>	<b>OPTION 2 - Three Year Contract</b>
	<b>HOURLY RATE</b>	<b>HOURLY RATE</b>
Regular Working Hours M-F 8:00 AM -5:00 PM (DPS Working Hours M-F 7:30am-4 pm.)	\$ 74.00	73.00
Overtime Working Hours M-F after 8, first 8 on Sat.)	\$ 105.00	104.00
Sunday Hours (12 Midnight Sat - 8 AM Mon)	\$ 142.00	140.00
Holidays (5 PM prior night - 8 AM following day)	\$ 142.00	140.00

**MATERIALS**

	<b>OPTION 1 - One Year Contract with Two 1-Yr Renewal Options</b>	<b>OPTION 2 - Three Year Contract</b>
Materials Markup from Wholesale Cost (%)	15 %	15 %

**OTHER CHARGES - All other possible or potential charges must be clearly identified and described here, otherwise, they will not be allowed by the City (ie equipment rental, etc.)**

<b>Description</b>	<b>OPTION 1 - One Year Contract with Two 1-Yr Renewal Options</b>	<b>OPTION 2 - Three Year Contract</b>
Labor rate increase per year	\$ 2%	\$ 2%
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

**ADDITIONAL TERMS & CONDITIONS:**

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

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

Exceptions to Specifications: \_\_\_\_\_  
Inspection of 30-Titus VAV boxes @ Novi Public Library

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposal submitted by:

Company R.W. Mead & Sons, Inc.

Address 33795 Riviera

City Fraser State MI Zip 48047

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

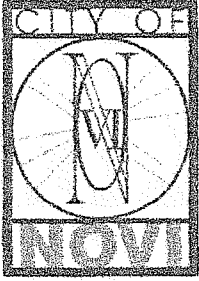
Representative's Name (printed) John Mora

Title Contract/Project Manager

E-mail jmora@rwmead.com

Signature 

Date 7/9/13



cityofnovi.org

CITY OF NOVI  
QUALIFICATIONS QUESTIONNAIRE  
HVAC MAINTENANCE/  
PROFESSIONAL SERVICES CONTRACT

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

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

1. Organizational structure: Corporation, Partnership, etc. Corporation
2. Has any officer or partner of this organization owned or operated a company that declared bankruptcy during the last 10 years? No x Yes \_\_\_\_\_  
When: \_\_\_\_\_
3. How many years has your organization been in business under its present name?  
37 years
4. Under what other or former names has your organization operated? \_\_\_\_\_
5. How many full time employees? 49 Part time? 0
6. Telephone Numbers for Service Calls  
Business Hours: 586-296-3650  
Night & Weekend Hours : 586-296-3650
7. Provide your procedure for handling night & weekend calls. Include response times. Failure to provide this information with your proposal will result in the rejection of your proposal.

All after hour service request calls will be handled by R.W. Mead & Sons answering service at 586-296-3650. Answering service will contact a R.W. Mead & Sons representative and a technician will be dispatched to building with Mechanical problem.

- 8. Address of your local facility 33795 Riviera, Fraser MI 48026
- 9. Does your company inventory replacement parts and components for its service contracts at its local facility? yes

If not, how does the company acquire replacement parts and components?

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

- 11. List the scope of services (type of work) you are able to perform.
  - Mechanical repair and installation
  - Mechanical construction installation, sheet metal installation & fabrication
  - Design/Build engineering group

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

John Mora	Contract/Project Manager	25 yrs.
Dan Norris	Service Mechanic	32 yrs.
Andy Peters	Construction Pipefitter	10 yrs.
Kara Bulchak	Service Dispatcher	12 yrs.
Bob Matthew	Service Mechanic	20 yrs.

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

Bob Matthew            20 yrs.

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

AES/Roger Gehle, for Johnson Controls programming. \$100 hourly rate

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

Oak Park Municipal Building	\$1,000,000	85% complete
LA Fitness Troy	\$ 315,000	90% complete
Akzo Nobel	\$ 100,000	90% complete
Gensler TI	\$ 170,000	75% complete
City of Novi	\$ 40,000	95% complete



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

All mechanical equipment per building is entered into our computerized maintenance program. Equipment is then maintained on scheduled specified by owner; monthly, quarterly, bi-annually, etc.

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

A. Company Name City of Novi  
Company Address 45175 Ten Mile Rd., Novi MI  
Contact Name Brandon McCullough Phone number 248-756-4842  
Length of contract 3 yrs  
Type of equipment covered under contract Air Handling Units, Chillers, Boilers, HVAC Roof-Top Units, Circulating Pumps and Air Cooled Condensers

B. Company Name City of Flat Rock  
Company Address 25500 Gibraltar Rd., Flat Rock, MI  
Contact Name Terry Miller Phone number 734-778-2035  
Length of contract 9 yrs  
Type of equipment covered under contract HVAC Roof-Top Units, Boilers, Air Handling Units, Air Cooled Condensers, Chillers and Humidity Recovery Unit

C. Company Name Township of Chesterfield  
Company Address 47275 Sugarbush Rd., Chesterfield, MI  
Contact Name Joe Gayeski Phone number 586-949-0400 x103  
Length of contract 3 yrs  
Type of equipment covered under contract 75 ton Roof-Top Cooling Units, Boilers, Circulating Pumps and Fan Powered VAV Boxes

D. Company Name Akzo Nobel  
Company Address 1845 Maxwell Dr., Troy MI  
Contact Name Paul Oleszkowicz Phone number 248-637-5245  
Length of contract 13 yrs  
Type of equipment covered under contract Roof Top HVAC Units, Air  
Handling Units, Boilers, Chillrs, Circulating Pumps, Air Cooled  
Condensers and Computer Room A/C Units

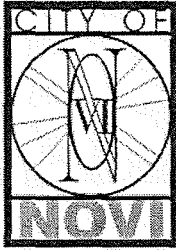
18. Provide any additional information you would like to include which may not be included within this Questionnaire.

**THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS.**

Signature of Authorized Company Representative: 

Representative's Name (please print) John Mora

Date 7/9/13



cityofnovi.org

## CITY OF NOVI

### HVAC MAINTENANCE/PROFESSIONAL SERVICES CONTRACT

#### SPECIFICATIONS

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

#### **QUALIFICATIONS**

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

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

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

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

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

#### **SCOPE OF SERVICE**

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

## **SCHEDULED MAINTENANCE**

### **A. Inspections/Preventive Maintenance**

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

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

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

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

### **B. Start-up/Shutdown**

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

### **REPAIRS / SERVICE CALLS**

Every activity performed under this proposal is designed to minimize the incidence of unscheduled or emergency situations; however, back-up service shall be provided as often as needed 24-hours a day, weekends and legal holidays included, minimizing downtime and inconvenience. Contractor will provide telephone numbers for service calls during business hours and after hours.

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

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

### **ESTIMATES**

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

The Facility Operations Manager or his representative will authorize all non-emergency work. The contractor will provide a written "not-to-exceed" estimate on all non-emergency work. The City will not bear any costs for work to develop estimates.

**The estimate must include the estimated number of hours, contracted hourly rate, number & type of technicians required, estimated material cost and completion date.**

The amount invoiced will represent the actual hours worked and actual materials charges. Therefore, the invoiced amount will rarely, if ever, be the same amount as the estimate.

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

### **REPORTING**

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

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

### **WARRANTY**

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

### **CORRECTION OF WORK**

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

### **INVOICING/BILLING PROCEDURE**

Invoices for services must include the following:

- Purchase order is required for all projects over \$5,000
- Service report number
- Date of service
- Location – building, department
- Description of services performed
  - Inspection
  - Maintenance
  - Repair
  - Any combination of the above, with hours broken down by category
- Number of technicians utilized for each job
- Labor cost will be broken down to show the actual number of hours worked times the contracted hourly rate.
- Materials cost will be broken down to show contractors cost plus the contracted percentage markup.
- **A copy of an invoice showing contractor's cost for parts must be sent with the City's invoice.**

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

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

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

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

### **WORK HOURS AND HOLIDAYS**

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

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

### **INSURANCE REQUIREMENT**

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful proposer prior to commencement of work. A current certificate of insurance meeting the requirements in Schedule B of the attached Sample Agreement is to be provided to the City and remain in force during the entire contract period. It is the Contractor's responsibility to make sure the City has a current certificate of insurance on file for the duration of the contract.

### **PERMITS**

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

### **CLEANUP**

Upon completion of any work, the work areas shall be cleaned of all refuse caused by work performed under this contract. The Contractor shall not allow waste material, or

rubbish, caused by their employees to accumulate in or about the premises, but shall have it promptly removed.

### **DAMAGES**

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

### **SELECTION CRITERIA**

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

1. **Experience/Qualifications:**

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

2. **Capacity:**

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

3. **Comparable Work:**

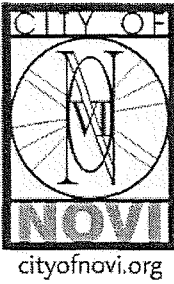
Provide a list of comparable projects that have been successfully completed by your firm. Include municipal related work as well as private sector references.

4. **Methodology:**

The Service Company should identify its approach to maintaining operating efficiency of HVAC equipment under their control.

5. **Cost**





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

**1. CIVIC CENTER**  
45175 Ten Mile Rd.  
Novi, MI 48377

Equipment

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

**2. POLICE DEPARTMENT**  
45125 Ten Mile Rd.  
Novi, MI 48375

Equipment

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

Additional Notes:

- The Trane Air Handlers have new fans, motors and frequency drives.

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

**3. DPS FACILITY**

26300 Lee BeGole Dr. (formerly Delwal Drive)  
Novi, MI 48375

Equipment

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

**4. INDOOR GUN RANGE**

26350 Lee BeGole Drive (formerly Delwal Dr.)  
Novi, MI 48375

Equipment

1 - Bryant H/C RTU  
1 - Bryant Condensing Unit  
1- Floaire MUA

**5. FIRE STATION #1**

42975 Grand River Ave  
Novi, 48375

Equipment

1 - Trane Packaged H/C RTU  
1 - Bryant Condensing Unit  
2 - Carrier Furnaces with DX coil  
2 - Carrier Condensing Units  
3 - Reznor Infrared Tube Heaters  
1 - Plymo-vent  
Plus miscellaneous exhaust fans, controls and appurtenances

**6. FIRE STATION #2**

1919 Paramount  
Novi, MI 48377

Equipment

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

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

**7. FIRE STATION #3**

42785 Nine Mile Rd.  
Novi, 48375

Equipment

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

Plus miscellaneous exhaust fans, controls and appurtenances

**8. FIRE STATION #4**

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

Equipment

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

**9. CEMS SATELLITE BUILDING**

25804 Beck Road  
Novi, MI 48375

Equipment

- 1 - Carrier 60k BTU 95% 2-Stage Furnace
- 2 - Ceiling Heaters
- 1 - Carrier 2-Ton A/C

**ALTERNATE #1:**

**NOVI PUBLIC LIBRARY**

45255 Ten Mile Rd.

Novi, 48375

Equipment

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

**ALTERNATE #2**

**NOVI ICE ARENA**

42400 Nick Lidstrom Drive (formerly Arena Drive)

Novi, MI 48375

Equipment

- Trane Tracer Summit Computer Monitor System
  - Munters DryCool IceAire AM30 Dehumidification System
  - 2 - Trane Modular Climate Changer Air Handling
  - 4 - ANSI Z21.16 Gas Fired Duct Furnaces \*\*
  - 1 - Make-up Air Furnace \*\*
  - 2 - Teledyne Laars HWH Boilers for Ambient air Heating
  - Trane AC Chiller – Model # CGAM 080F 2C02 AXD2
  - 4-Baldor Circulation Pumps
    - o 2 are dedicated to the heating loop
    - o 2 are dedicated to the cooling loop
- Plus miscellaneous controls and appurtenances

**ALTERNATE #3:**

**MEADOWBROOK COMMONS**

25075 Meadowbrook Road  
Novi, MI 48375

Equipment

2 - Lochinvar Domestic Hot Water Boilers  
1 - Armstrong Rooftop Units 3-Phase (Community Room)  
2 - Lenox Rooftop Units 3-Phase  
12 - Armstrong Condensing Units  
12 - Armstrong Ultra V (used for hallway heating/cooling)  
Plus miscellaneous controls and appurtenances

Residential Heating/Cooling units for Apartments

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

Units located in Entranceways to the Building

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

## SAMPLE AGREEMENT

### CONTRACT FOR HVAC SERVICES

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, a Michigan municipal corporation, whose address is 45175 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and \_\_\_\_\_, whose address is \_\_\_\_\_, (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 \_\_\_\_\_ and end on \_\_\_\_\_. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments at the same prices, terms, and conditions of the original contract.

##### Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount 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. 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.

## **SAMPLE AGREEMENT**

### **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 Contractor 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

## **SAMPLE AGREEMENT**

work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

### **Article VI:        Liability and Insurance.**

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

### **Article VII:        Information.**

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

### **Article VIII:        General Provisions.**

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.



## SAMPLE AGREEMENT

- B. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Dispute Resolution/Arbitration. The parties agree that any disputes regarding a claimed violation of this agreement shall first be submitted in writing to the other party in an attempt to settle the matter before pursuing other legal actions or notices provided for in this agreement. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response from the other party, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary. The aforementioned initial written communications between the parties also shall indicate whether the party is willing to submit the dispute to binding arbitration, non-binding mediation or other form of alternate dispute resolution, and share equally the costs for same. Upon the parties agreeing to any such method of dispute resolution and a timetable for doing so, pursuit of other legal actions shall be deferred until the process has been completed. In any binding arbitration, the arbitrator shall provide a written statement of the reasons and basis for an award or decision, a judgment of the Oakland County Circuit Court may be entered based on the arbitration award or decision, and each party shall be responsible for their own costs and attorney fees.
- F. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client (and by extension for the Township should the work be accepted and implemented by the Township) and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.
- G. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

Client: City Manager Clay J. Pearson and City Clerk Maryanne Cornelius  
Contractor: \_\_\_\_\_

**SAMPLE AGREEMENT**

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

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

WITNESS AND DATES  
OF SIGNATURES:

CITY OF NOVI

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: Robert J. Gatt  
Its: Mayor

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: Maryanne Cornelius  
Its: Clerk

CONTRACTOR

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By:  
Its: