



CITY OF NOVI CITY COUNCIL
SEPTEMBER 27, 2021

SUBJECT: Approval to award a contract for Salt Dome Repair to Grove Construction Services LLC, the lone bidder, in the amount of \$72,000, and amend the budget.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division

EXPENDITURE REQUIRED	\$ 72,000
AMOUNT BUDGETED	\$ 0
APPROPRIATION REQUIRED	\$ 72,000
LINE ITEM NUMBER	204-204.00-976.118

BACKGROUND INFORMATION:

The Department of Public Works applies approximately 6,000 tons of salt annually to county, major, and neighborhood roads to maintain safe driving conditions during snow events. The existing salt dome at DPW holds approximately 1,300 tons of salt; therefore, multiple deliveries are made to provide adequate de-icing materials through the winter season.

The current structure was built in the 1980s and has reached the end of its service life. The corrosive conditions have deteriorated the existing concrete base walls and structural elements (metal fasteners, shingles, wood). Additionally, the dome has been damaged by loading equipment and delivery trucks. Most recently, in February 2021, the dome sustained significant damage, which compromised its structural integrity.

Because of safety concerns and the tight timeline before the next winter season, it is being recommended that the dome be repaired, rather than reconstructed, to extend its service life an additional three years. Reconstruction of the salt dome will be recommended in the next budget cycle.

One repair bid was received and opened on August 31, 2021, following a public bid solicitation period. The bid package was placed on the Michigan Inter-governmental

Trade Network (MITN) and advertised to over 700 companies. Twenty-five businesses downloaded the specifications for a detailed review. Grove Construction Services LLC, a company that specializes in salt dome construction, was the only firm to submit a bid.

Repairs will take approximately three weeks and will be completed before December 1.

RECOMMENDED ACTION: Approval to award a contract for Salt Dome Repair to Grove Construction Services LLC, the lone bidder, in the amount of \$72,000, and amend the budget.

RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following Budget Amendment for a contract for Salt Dome Repair to Grove Construction Services LLC is authorized:

	INCREASE (DECREASE)
MUNICIPAL STREET FUND	
APPROPRIATIONS	
Capital Outlay	72,000
TOTAL APPROPRIATIONS	<u>\$ 72,000</u>
Net Increase (Decrease) to Fund Balance	<u><u>\$ (72,000)</u></u>

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi at a regular meeting held on September 27, 2021.

Cortney Hanson
City Clerk

City of Novi
Salt Dome Repair or Reconstruction
August 31, 2021 @ 3:30PM

		Northern Sierra Corporation
ITEM	DESCRIPTION	COST
Salt Dome Repair		
1	Repair (Base Bid)	\$ 72,000
	TOTAL BASE PROJECT COST	\$ 72,000
Alternate (Salt Dome Reconstruction)		
1	Demolition & disposal of existing salt dome, slab, & systems	\$ -
2	New salt dome as specified	\$ -
3	Storm drainage system site work	\$ -
4	Concrete site work	\$ -
5	Electrical work	\$ -
6	Ventilation work	\$ -
7	Engineering	\$ -
8	Inspections and testing	\$ -
9	Safety and Protective Items	\$ -
10	Owner Training	\$ -
11	Other (list)	\$ -
	TOTAL ALTERNATE PROJECT COST	\$ -

Addendum 1 acknowledged
bonds included?

no
no



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

**BASE BID – SALT DOME REPAIR
ALTERNATE BID – SALT DOME RECONSTRUCTION**

The City of Novi will receive sealed bids for **Salt Dome Repair or Reconstruction** according to the specifications of the City of Novi.

A mandatory pre-bid meeting will be held Wednesday, August 25, 2021 at 2:00 PM at the Department of Public Works, 26300 Lee Begole Dr., Novi MI 48375

Sealed bids will be received until **3:30 P.M.** prevailing Eastern Time, **Tuesday, August 31, 2021** at which time bids will be opened and read. Bids shall be addressed as follows and delivered to:

CITY OF NOVI
Finance Department
45175 Ten Mile Rd.
Novi, MI 48375-3024

All bids must be signed by a legally authorized agent of the bidding firm. **OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "SALT DOME REPAIR OR RECONSTRUCTION BID" AND MUST BEAR THE NAME OF THE BIDDER.**

The City reserves the right to accept any or all alternative bids and award a contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; to subdivide the award, and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Jessica Dorey
Finance Department

Notice Dated: August 18, 2021

NOTICE TO BIDDERS:

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain bid documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.



CITY OF NOVI

SALT DOME REPAIR OR RECONSTRUCTION

INSTRUCTIONS TO BIDDERS

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

IMPORTANT DATES

Bid Issue Date	August 18, 2021
Mandatory Pre-Bid Date	Wednesday, August 25, 2021 at 2:00 P.M. Department of Public Works 26300 Lee BeGole Dr. Novi, MI 48375
Last Date for Questions	Friday, August 27, 2021 by 12:00 P.M. Please submit all questions via email to: Jessica Dorey, Finance Department jdorey@cityofnovi.org
Response Due Date	Tuesday, August 31, 2021 by 3:30 P.M.

MANDATORY PRE-BID MEETING

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

QUESTIONS

Please email all questions to the staff member listed above. Please type the name of the bid in the subject line. If you type anything else in the subject line, your email may be deleted as spam.

BID SUBMITTALS

Provide **three (3)** copies of your bid, **one (1)** unbound signed and clearly marked as ORIGINAL, and **two (2)** copies of the original bid, clearly marked as COPY. Original bid may be clipped but should not be stapled or bound. Copies may be stapled and bound. The original and copies should be identical, excluding the obvious difference in labeling. No other distribution of the bids will be made by the Contractor. Bids must be signed by an official authorized to bind the Contractor to its provisions.

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

CHANGES TO THE BID/ADDENDUM

Should any prospective Bidder be in doubt as to the true meaning of any portion of the ITB, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the staff

member indicated above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional Bid provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info. Any addendum issued by the City shall become part of the ITB and subsequent contract and shall be taken into account by each bidder in preparing its bid. Only written addenda is binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

SUBMISSION OF BID

Bids must be submitted in a sealed envelope, box, or package, and clearly marked with: ITB Title, Deadline, Respondent's name, address, phone, fax, and contact name. Failure to do so may result in a premature opening or failure to open such proposal.

To be considered, sealed bids must arrive at the Finance Department on or before the specified time and date. There will be no exceptions to this requirement. The Finance Department's time stamp will determine the official receipt time. Contractors mailing bids should allow ample time to ensure the timely delivery of their bid. Bids received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected bids. The City reserves the right to postpone a bid opening for its own convenience.

All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the bid. Bids must be signed by an Authorized Representative of the submitting Company on the enclosed form. Bids must show unit and total prices if requested. In case of mistakes in price extension, unit pricing shall govern.

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

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

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

Any samples, CDs, DVDs, or any other items submitted with your bid will not be returned to the contractor.

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

USE OF THE CITY LOGO IN YOUR BID OR IN ANY OTHER MANNER IS PROHIBITED.

CONSIDERATION OF BIDS

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

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

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

RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unit prices shall be submitted if space is provided on bid form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive and reject an incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is not provided. Any exceptions to the specifications must be noted on the bid form.

EXCEPTIONS

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

CONTRACT AWARD

The contract will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation; will be most advantageous to the City of Novi. Qualifications, experience, references, comparable projects, price, previous experience with vendor/contractor, delivery, and other factors will be considered in the evaluation process and award of contract. The City reserves the right to accept any or all alternative bids and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

After contract award, a summary of total price information for all submissions will be posted on the MITN website at www.mitn.info.

The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.

Vendor Disqualification

The City maintains the right to disqualify vendors under the following conditions:

1. In addition to any other remedies authorized by law, a vendor may be disqualified for bidding on any City contracts for up to three (3) years if it has been determined that the vendor after award of the contract:
 - a. Failed to provide the service and supplies required;

- b. Provided the services or supplies in an untimely manner causing delays and interference;
 - c. Lacked financial resources and the ability to satisfactorily perform the contract or provide the services or supplies;
 - d. Exhibited poor quality of performance in delivering the service;
 - e. Delivered poor quality of goods;
 - f. Failed to comply with laws and ordinances relating to the contract performance;
 - g. Defaulted on its quotations;
 - h. Such other action what leads the City to believe that the contractors duties will not comport or comply with the bid requirements.
2. Vendors who are listed on the Excluded Parties List System at www.sam.gov

Bidding Assistance

The City of Novi received assistance from Northern Sierra Corporation, 5450 East Rd, Saginaw MI 48607 with assembling this bid package.

GENERAL CONDITIONS

INSURANCE

A certificate of insurance naming the City of Novi as an additional insured shall be provided by the successful bidder prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A is to be provided to the City and remain in force during the entire contract period.

TAX EXEMPTION

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful bidder with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

FREIGHT CHARGES/SHIPPING/HANDLING

All bid pricing is to be quoted as F.O. B. destination.

DOWN-PAYMENTS OR PRE-PAYMENTS

Any bid proposal submitted which requires a down-payment or prepayment prior to delivery and full acceptance of the item(s) as being in conformance with specifications will not be considered for award.

INVOICING

Contractor will email invoices to the designated City representatives only after the work has been completed. Invoices will be reviewed for accuracy before being submitted to Finance for payment.

PAYMENT

By submitting a bid, contractor understands that the City will make the effort to make payment within 30 days, but cannot guarantee payments within 30 days. All payments must be approved by City Council which generally holds meetings on the first & third Monday of each month. However, there are occasions when they hold meeting on different days or may go 3 weeks between meetings.

CONTRACT RENEWAL

No contract shall be automatically renewed at the end of any contract term.

NO EXCLUSIVE CONTRACT

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option.

CONTRACT TERMINATION

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful bidder will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

NON-DISCRIMINATION

In the hiring of employees for the performance of work described in this ITB and subsequent contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

ACCEPTANCE OF BID CONTENT

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

DISCLOSURE

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this ITB is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point-by-point response to the Requirements and other sections of the bid.

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

MATERIAL SAFETY DATA SHEETS (MSDS)

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

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including:
 - a) The potential for fire, explosion, corrosivity, and reactivity.

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

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the offeror certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

- (a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any other Competitor; and
- (b) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

- (c) He is the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or
- (d) He is not the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.



CITY OF NOVI
BASE BID
SALT DOME REPAIR
SPECIFICATIONS

SUMMARY OF WORK

The City of Novi requests proposals for a licensed general contractor to repair the existing salt dome located at 26300 Lee BeGole Drive, Novi, MI 48375. The project is intended to be provided as a complete turnkey contract which allows the dome to be functional for the 2021-2022 winter maintenance season.

Project Requirements

Repairs must meet all federal, state, and local requirements, including regulatory agency requirements (e.g. EGLE). Provide all required inspections, testing, and approvals for repair work. Coordinate any new work and intended future operations of project work with existing City of Novi Storm Water Discharge Permit and related programs to ensure compliance.

Detailed Requirements

1. Remove and replace (9) dome panels, consisting of four #3 (bottom ring) panels, one #4 panel, one #5 panel, and three #6 panels. Replacement panels will be new Northern Sierra Corporation premanufactured stressed skin dome panels, or equivalent, with new hot dipped galvanized connecting hardware.
2. For replacement of bottom ring #3 panels, new anchor rods will be drilled into the concrete wall and secured with epoxy. The existing sill plate under bottom ring panels to be replaced will be removed and replaced with new pressure treated sill plate.
3. Repair existing #7 panel above entranceway with ½" CDX plywood, 2x6 and 2x10 dimensional lumber.
4. Repair existing #3 panel at rear of the building with ½" CDX plywood, 2x6 and 2x10 dimensional lumber.
5. Prior to work above the entranceway, existing electrical conduit will be taken down in the work area and set aside for the duration of the work. After the work is completed, electrical conduit will be re-installed. De-powering and re-powering the conduit by owner.
6. Remove and replace 16' lintel beam above doorway. Supply and install new lintel beam brackets and bolts, hot dipped galvanized.
7. Repair left hand side door truss with ½" CDX plywood, 2x6 and 2x10 dimensional lumber.

8. Remove and replace broken panel bridging at multiple locations in the dome with 2x6 dimensional lumber.
9. All replacement panels will be covered with vapor barrier and shingled to match existing roof.
10. Supply all necessary rental equipment for job.
11. Dispose of all damaged panels and associated construction debris related to repairs off site.



**CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A**

1. The Contractor 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. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, contractor may agree to provide notice of such cancellation or reduction.
3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 West Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be primary coverage rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be

required under the circumstances. All such insurance shall be effected at the Contractor'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.

6. If any work is sublet in connection with this Contract, the Contractor 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 Contractor 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 has the authority to vary from the specified limits as deemed necessary.

**ADDITIONAL REQUIREMENTS
HOLD HARMLESS/INDEMNITY**

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
 - A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
 - B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
 - C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor 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.

SAMPLE AGREEMENT

CONCRETE JOINT REPAIR PROGRAM

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, 45175 Ten Mile, Novi, Michigan 48375 "City", and _____, whose address is _____, "Contractor."

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

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

Bonds and Insurance. This Contract is conditioned on Contractor securing and maintaining the liability insurance specified in the Bid Specifications, which are a part of this Contract, which shall be confirmed by Certificate(s) of Insurance, with said coverages to be maintained for the life of this Contract and the City entitled to thirty (30) days written notice of any cancellations or changes. Contractor shall also supply payment, performance, and maintenance bonds as required, in a form acceptable to the City.

Time of Work. All Insurance requirements shall be satisfied within 14 days, and work shall be completed within 30 days of the Effective Date of this Contract. These time limits are of the essence of this Contract and failure to meet them shall permit City to terminate this Contract whether or not work has been commenced.

Payment. The City agrees to pay the Contractor based on unit pricing included in Exhibit A after satisfactory completion of the work and receipt of an invoice for the completed work from the Contractor, accompanied by a sworn statement and full unconditional waivers of lien, confirming that all subcontractors and any material suppliers have been paid in full. The City will attempt, but cannot guarantee, payment within 30 days due to the fact that all payments must be approved by City Council at Council meetings. By signing this contract, contractor accepts these conditions.

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

Liability. Contractor shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. Consistent with this liability, the Contractor agrees to defend, pay on behalf of, and hold harmless the City, its agents, and others working on its behalf against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the City by

SAMPLE AGREEMENT

reason of personal injury and/or property damages which arises out of or is in any way connected or associated with this Contract.

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

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

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

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

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

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

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

City: Peter E. Auger, City Manager and Cortney Hanson, City Clerk

Contractor:

Contract Term. The Contract Term shall be as set forth in the attached Exhibit A.

SAMPLE AGREEMENT

Contract Termination. The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancelation shall be clearly stated in the written notice. In the event of termination Contractor shall be paid as compensation in full for services performed to that date an amount calculated for that particular project. Such amount shall be paid by the City upon Contractor delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been prepared and/or accumulated by Contractor in performing the services up to the date of termination.

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.

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

CONTRACTOR

Date: _____

By:
Its:

Salt Dome Repair		-	-
1	Repair (Base Bid)	-	-
-	-	-	-
-	TOTAL BASE PROJECT COST	-	-
-	-	-	-
Alternate (Salt Dome Reconstruction)		-	-
1	Demolition & disposal of existing salt dome, slab, & systems	-	-
2	New salt dome as specified	-	-
3	Storm drainage system site work	-	-
4	Concrete site work	-	-
5	Electrical work	-	-
6	Ventilation work	-	-
7	Engineering	-	-
8	Inspections and testing	-	-
9	Safety and Protective Items	-	-
10	Owner Training	-	-
11	Other (list)	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	TOTAL ALTERNATE PROJECT COST	-	-

Unit Prices:

Unit prices prevail. The City of Novi Purchasing Office will correct all extension errors.

EXCEPTIONS TO SPECIFICATIONS (all exceptions must be indicated here):

NOT BIDDING ON ALTERNATE OPTION, ONLY BASE
 BID _____

COMMENTS: _____

We acknowledge receipt of the following Addenda: _____
(Please indicate numbers)

NON-IRAN LINKED BUSINESS

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

THIS BID SUBMITTED BY:

Company (Legal Registration) Northern Sierra Corporation/ Grove Construction Services LLC

Address 5450 East Rd.

City Saginaw State MI Zip 48601

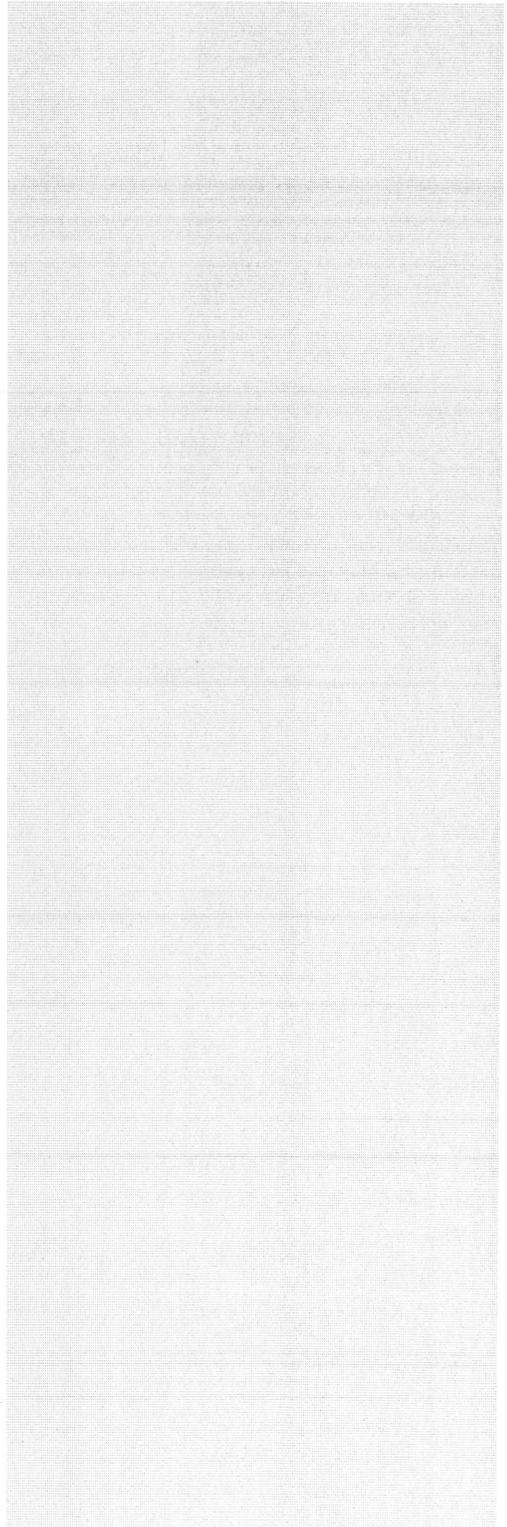
Telephone (989) 777-4784 Fax (989) 777-3477

Representative's Name (please print) Brent Lake

Representative's Title Construction Manager

Representative's Signature _____

E-mail brent.northernsierra@gmail.com





CITY OF NOVI
CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

Failure to answer all questions could result in rejection of your proposal.

Name of Firm Northern Sierra Corporation/Grove Construction Services
LLC

Address 5450 East
Rd.

City, State Zip Saginaw, MI
48601

Telephone (989) 777-4784 Fax (989) 777-
3477

Mobile (989) 860-2756

Agent's Name (please print) Brent

Lake _____

Agent's Title Construction

Manager

Email Address

brent.northersierra@gmail.com

Website

northersierracorp.com

1. Organizational structure: Corporation, Partnership, etc.

Corporation

2. Firm established 12/1/2003 Years in business

18

3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?

No X Yes Reason: _____

4. Under what other or former names has your organization operated?

N/A

=

5. How many full-time employees? 8 Part-time? 4

6. Are you able to provide insurance coverage as required by this bid? YES

7. 24/7 Emergency Telephone Number (989) 860-2756

8. Provide your procedure for handling night and weekend calls.

Standard calls are checked using voice mailbox. Emergency calls go to Construction Mgr.'s cell phone.

=

9. List the scope of services (type of work) you are able to perform. General Contracting and project mgmt. Concrete construction, framing/rough carpentry, roofing and siding, excavation and site preparation. Hauling aggregates. Millwright services including the installation and maintenance of material handling equipment.

9. _____

10. List any professional licenses/certifications you/your employees have obtained that would be applicable to this contract.

OSHA 30 certification, OSHA certified for operation of aerial lifts, fork trucks and other equipment. Chauffer's License.

Heavy Construction Contractor Licensed in the state of Louisiana.

OSHA Fall Protection Certified. OSHA "Train The Trainer" Certified. CPR, First Aid and AED

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certified. _____

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11. Provide a list of employees and all other professional staff to be assigned to this contract. Include name, title, license number, years of experience, full/part-time, on-call availability, qualifications, and experience.

Attached
separately. _____

_____ On-call availability is 24/7 via mobile phone for Brian Fry (989) 551-1048 _____ and Brent Lake (989) 860-2756. _____

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12. List equipment, tools, and all other resources available to your firm to perform this contract.

Multiple pieces of heavy equipment, including fork trucks and skid steers. 5 cargo trailers of various sizes including 14' dump trailer with 10 ton capacity. Multiple tool trailers which are stocked with a full compliment of hand & power tools.

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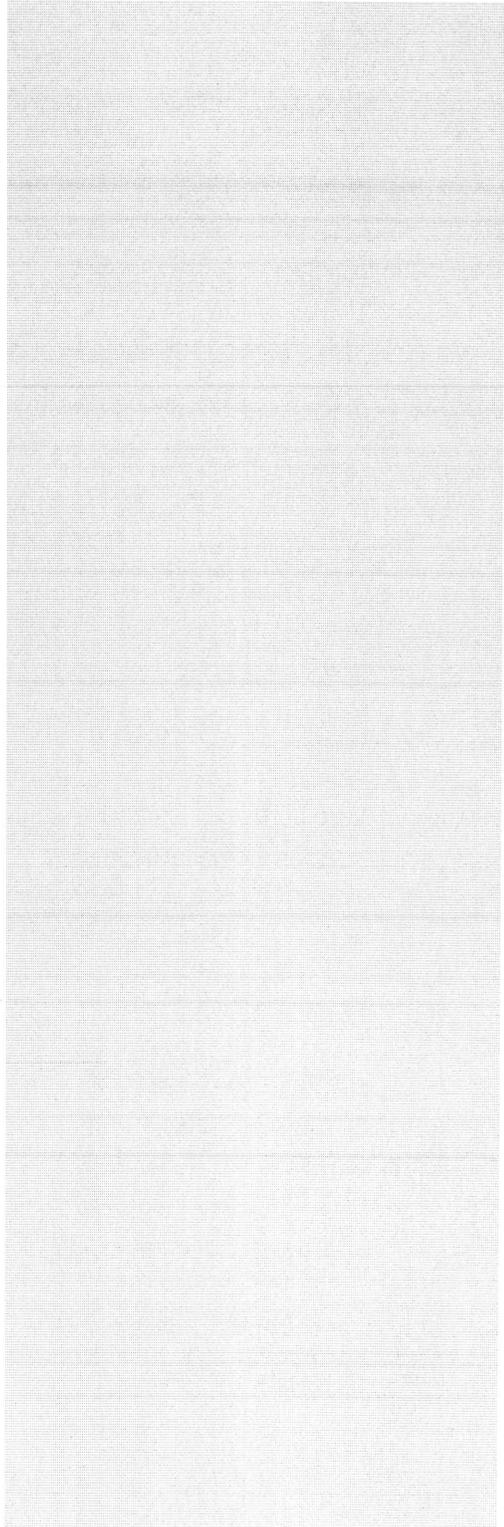
13. Provide a list of all open contracts your company currently holds. Include contact name, organization, type, size, required date of completion, percentage of completion, and value of contract.

No current open contracts. Estimates have been delivered and projects in negotiation for: City of Farmington, Chicago Board of Development/Dan Ryan Expressway. Ceres Solutions, Crawfordsville IN. Benchmark Builders, Houston TX.

14. Has this company had a contract canceled either due to default or failure to perform the work? NO If yes, please describe: _____

~~18, 15.~~ **References:** Provide at least three (3) references for projects that are comparable in scope to this bid. Several references from municipalities would be desirable.

Company Lake County,
Illinois _____
Address 650 W Winchester Rd, Libertyville, IL
60048 _____



Phone (847) 377-7500 Contact name Kevin Kerrigan

Describe the work Repairs to salt dome superstructure

Company Sargent Docks & Terminal Inc

Address 5606 N Westervelt Rd, Saginaw, MI 48604

Phone (989) 752-3101 Contact name Rob Bingham, Manager

Describe the work Replacement of Multiple Panels and re-roofing due to freighter unloading accident.

Company City of Farmington Hills

Address 27245 Halsted Rd, Farmington Hills, MI 48331

Phone (248) 871-2850 Contact name Jerry Brock/Bryan Pickworth

Describe the work Repair of loader strike damage/conveyor repairs and maintenance.

19.16. Claims & Suits: Does your firm have any litigation pending or outstanding against your organization or its officers? If yes, please provide details.

No Yes

20.17. Provide any additional information you would like to include which may not be included within this Questionnaire. Please attach additional sheets.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative Brent Lake

Representative's Name (please print) Brent Lake

Date 8/31/21

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NORTHERN SIERRA CORPORATION

8/31/2021

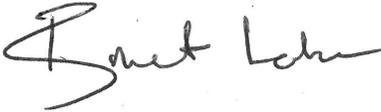
RE: Salt Dome Repair or Reconstruction Bid

To Whom It May Concern:

Northern Sierra Corporation is bidding on the base bid only due to difficulties procuring quotes for electrical and paving trades for work in summer/fall 2022.

The name "Grove Construction Services LLC" appears in this bid as it is the construction division of Northern Sierra Corporation.

Thank you,

A handwritten signature in black ink, appearing to read "Brent Lake". The signature is fluid and cursive, with the first name "Brent" being more prominent than the last name "Lake".

Brent Lake
Construction Manager

Brent Lake, Construction Manager

Education/Qualifications:

Heavy Construction Contractor's License, State of Louisiana

OSHA 30 Certification

CPR-AED-First Aid Certification

OSHA Aerial Lift Certification

OSHA Forklift Certification

OSHA Fall Protection Certification

Present Position:

Construction Manager, Construction Division, Northern Sierra Corporation/Grove Construction Services LLC.

Relevant Experience:

- Project Management of new construction, repairs, and demolitions for clients in municipal, government, and private sectors
- Overseeing project activities both on-site and off-site and making sure they are completed as per the schedule
- Performing inspection of construction activity to ensure it conforms to the approved plans
- Coordinating with field personnel, the client, and designers/architects
- Obtaining approvals and required permits for projects
- Ensuring that all construction plans conform to the customer expectations
- Approving invoices from sub-contractors and vendors
- Supervision of field personnel to ensure safety program compliance

Employment History:

2005-2007- Lake's Superior Homes- Co-owner, Residential Home Builder

2008-2016- Energy Innovations Incorporated- Vice President, Frac Sand Industry Storage & Logistics

2016-2019- Project Manager- Dome Corporation of North America

2019-Present- Construction Manager- Northern Sierra Corporation/Grove Construction Services LLC.

Brian Fry, Foreman

Education/Qualifications:

OSHA 30 Certification

CPR-AED-First Aid Certification

OSHA Aerial Lift Certification

OSHA Forklift Certification

OSHA Fall Protection Certification

Phosphate Safety Certification

SWPP Certification, State of Maryland

Present Position:

Foreman, Construction Division, Northern Sierra Corp./Grove Construction Services LLC.

Relevant Experience:

- 20+ Years of Concrete Construction Experience
- Overseeing new construction, repairs, and demolitions for clients in municipal, government, and private sectors
- Directing project activities on site to ensure they are completed as per the schedule
- Performing inspection of construction activity to ensure it conforms to the approved plans
- Coordinating with field personnel and clients
- Ensuring that all construction plans conform to the customer expectations
- Supervision of field personnel to ensure safety program compliance

Employment History:

2008-Present- Northern Sierra Corporation/Grove Construction Services LLC.

Tom Lucius, Shop Production Manager

Education/Qualifications:

CPR/AED/First Aid Certification

Forklift Certification

Industrial Tractor Certification

Present Position:

Production Manager, Northern Sierra Corp.

Relevant Experience:

- 20+ years of construction experience
- 20+ years of management experience
- Overseeing pre-fab shop operations
- Estimating construction projects
- Directing activities in shop to ensure they are completed as per schedule
- Project quality control
- Supervision of personnel to ensure safety program compliance
- Lumber purchasing

Employment History:

1995-Present- Northern Sierra Corporation/Grove Construction Services LLC.

Douglas Sayanne, Carpenter

Education/Qualifications:

OSHA Aerial Lift Certification

OSHA Forklift Certification

Present Position:

Carpenter, Northern Sierra Corporation/Grove Construction Services LLC.

Relevant Experience:

20+ years of field and factory carpentry. Experienced in the operation of equipment.

Employment History:

1998-Present: Carpenter, Northern Sierra Corporation