



CITY of NOVI CITY COUNCIL

**Agenda Item F
August 27, 2012**

SUBJECT: Approval to award a contract in the amount of \$27,344 to Oscar W. Larson Company to replace three underground fuel storage tank sumps located at the Field Services Complex.

SUBMITTING DEPARTMENT: Department of Public Services, Fleet Division *KH*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$27,344
AMOUNT BUDGETED	\$28,000
APPROPRIATION REQUIRED	\$0
LINE ITEM NUMBER	101-442.20-971.100 (Land Improvements)

BACKGROUND INFORMATION:

City Council approved funding for the replacement of the three underground fuel storage tank sumps at the Field Services Complex for fiscal year 2012-13 for a budgeted amount of \$28,000. The existing tank sumps must be replaced because rain water run-off and groundwater infiltrates the tanks' sumps, which are manholes that extend from each buried tank to the ground surface (see attached figure). Tank sumps have four main functions, which are to:

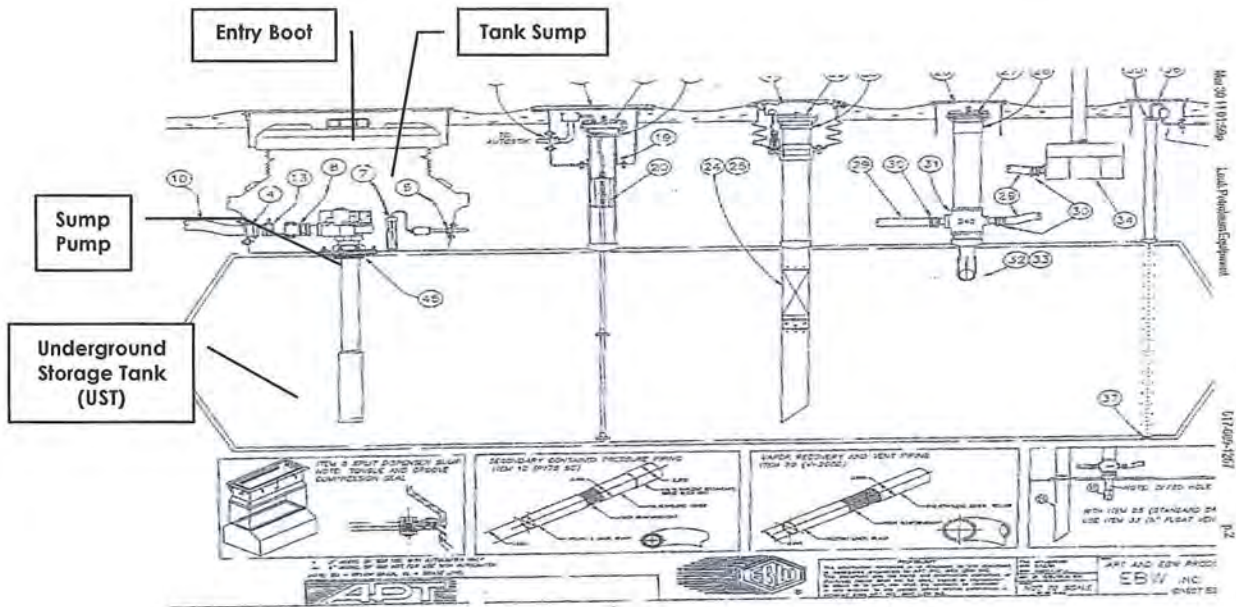
- Provide a working space for access to each tank's pumps and other underground components;
- Provide a sealed space to completely contain fuel leaks that may occur above the tank;
- Prevent release of fuel to the environment; and,
- Keep water out.

An Invitation to Bid that included a comprehensive technology scope was prepared and bids solicited in July 2012. Four bids were received on August 8, 2012 as depicted in the attached bid tabulation and summarized below:

Bidder	Bid Amount
Oscar W. Larson	\$27,344
RW Mercer	\$29,870
Phoenix Environ.	\$32,415
Matzak	\$34,900

The work includes the installation of three new polymer tank sumps with entry boot fittings, tank sump sensors and a sensor card module. Existing equipment to be reused in an effort to control costs includes: submersible sump pumps, manhole covers, tank level probes, and other electrical components.

Tank sump sensors and the sensor card module detect the presence of liquid in an underground storage tank sump, which could mean a dangerous line leak. When the sensor detects liquid, it sends an alarm signal and quick action could then be taken to help prevent a fuel release.



Underground Storage Tank – Section View

Once equipment has been delivered, the project is scheduled to take up to ten days. During the work, every effort will be made to avoid interruptions in use of the fuel system. However, provisions will be made to have temporary fuel dispensers available when needed as an alternate means of fueling the fleet.

The project is scheduled to be completed by the end of September 2012.

RECOMMENDED ACTION: Approval to award a contract in the amount of \$27,344 to Oscar W. Larson Company to replace three underground fuel storage tank sumps located at the Field Services Complex.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

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

CITY OF NOVI
UNDERGROUND STORAGE TANK SUMP REPLACEMENTS BID TABULATION "AS READ"
August 8, 2012 2:00 p.m.

This tabulation reflects submittal data by the following companies. However, they have not been evaluated for accuracy of information. Final decision for award will be determined once the evaluation has been completed.

Company	Matzak	Oscar W. Larsen	Phoenix Environmental	R.W. Mercer
Base Bid Work - Lump Sum	\$ 34,900.00	\$ 27,344.00	\$ 32,415.27	\$ 29,870.00
Anticipated Start Date	9/10/12	within 2 weeks of acceptance	upon execution of our contract	TBD (will complete in timely manner)
Anticipated Completion Date	9/21/12	within 10 working days	5-8 working days assuming all three tanks can be simultaneously worked upon	one (1) week
Exceptions		Exclusions: Dewatering of sub-surface work areas, any environmental testing, removal or disposal of any soils or liquids from site.	Voluntary Alternate: At no additional cost, we will install 3 each Bravo B 407-RB Fiberglass Tank Sumps (cut sheet enclosed) in lieu of the specified Polymer APT, Inc. sumps. Please discuss with our customers and us.	
Comments	18" manhole covers and 4" risers/caps ARE included for the interstitial sensors			
Acknowledged Addendum	yes	yes	yes	yes
Bid Bond received	yes	yes	yes	yes

CONTRACT FOR UNDERGROUND STORAGE TANK SUMP REPLACEMENTS PROJECT

This Agreement shall be considered as made and entered into as of the date of the last signature, and is between the City of Novi, 45175 W. Ten Mile, Novi, Michigan 48375 "City," and Oscar W. Larson Company, whose address is 10100 Dixie Highway, Clarkston, MI 48348 "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 coverage has 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 the sum of \$ 27,344.00, payment to be made after satisfactory completion of the work and within thirty (30) days of receiving a final bill or invoice for the work from the Contractor, accompanied by a sworn statement and full unconditional waivers of lien, confirming that all subcontractors and any material suppliers have been paid in full.

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

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

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

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

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

Governing Law. The laws of the State of Michigan shall govern this Contract.

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: Clay Pearson, City Manager and Maryanne Cornelius, City Clerk

Contractor: Charles A. Burns, Vice President

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: Maryanne Cornelius
Its: Clerk

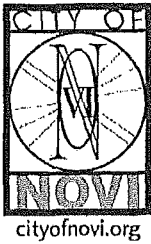
OSCAR W. LARSON COMPANY

Stacy Roberts

Date: 8/15/2012

Charles A. Burns

By: Charles A. Burns
Its: Vice President



CITY OF NOVI

BID FORM

UNDERGROUND STORAGE TANK SUMP REPLACEMENTS PROJECT

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

BASE BID WORK: \$ 27,344.00 Lump Sum

Anticipated start date: Within 2 weeks of bid acceptance

Anticipated completion date: Within 10 working days

REFERENCES: Please provide three references for projects of similar scope done in the last three years.

Company Barrick Enterprises Inc.
Address 4307 Delemere Court, Royal Oak, MI
Phone 248-549-3737 Contact name Mr. Greg Barrick

Company Marathon Flint Oil Company
Address 1919 S. Dort Highway, Flint, MI 48503
Phone 810-234-6670 Contact name Mr. David Roeser

Company City of Farmington Hills
Address 31555 W. Eleven Mile Road, Farmington Hills, MI
Phone 248-871-2872 Contact name Mr. Jerry Brock

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

Exclusions: Dewatering of sub-surface work areas, any environmental testing, removal or disposal of any soils or liquids from site.

COMMENTS: _____

We acknowledge receipt of the following Addenda: No. 1 and No. 2
(please indicate numbers)

THIS BID SUBMITTED BY:

Company (Legal Registration) Oscar W. Larson Company


Address 10100 Dixie Highway

City Clarkston State MI Zip 48348

Telephone 248-620-0070 x112 Fax 248-620-0071

Representative's Name (please print) Charles A. Burns

Representative's Title Vice President

Representative's Signature 

E-mail cburns@larsonco.com

Date August 7, 2012



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

UNDERGROUND STORAGE TANK SUMP REPLACEMENT PROJECT

The City of Novi will receive sealed bids for **Underground Storage Tank Sump Replacements** according to the specifications of the City of Novi.

A mandatory pre-bid meeting will be held Wednesday, July 25, 2012 promptly at 11:00 A.M. at the Field Services Complex, 26300 Lee BeGole Dr. (formerly Delwal Dr.), Novi, MI 48375.

Sealed bids will be received until **2:00 P.M.** prevailing Eastern Time, **Wednesday, August 8, 2012** at which time bids will be opened and read. Bids shall be addressed as follows and delivered to:

**CITY OF NOVI
CITY CLERK'S OFFICE
45175 W. Ten Mile Rd.
Novi, MI 48375-3024**

All bids must be signed by a legally authorized agent of the bidding firm. **OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "UNDERGROUND STORAGE TANK SUMP REPLACEMENTS 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.

Sue Morianti
Purchasing Manager

Notice Dated: July 18, 2012

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.

VENDOR ASSISTANCE IN SPECIFICATION PREPARATION

On occasion, the City of Novi finds it advantageous to accept technical assistance in preparing/researching specifications from vendors who may bid on the equipment or services. This assistance may or may not be compensated depending upon the type of assistance required.

The purpose of this clause is to insure that such vendor assistance does not compromise our policy of fair and open competition.

When vendor assistance is utilized, the following disclosure statement shall be included in the specification package:

Disclosure Statement: The following specification has been prepared with the assistance of R.W. Mercer Co., Inc., 2322 Brooklyn Road, Jackson, MI 49204. It is our policy to disclose this vendor's participation.

If you have any questions or concerns regarding the specifications please contact:

City of Novi
Sue Morianti, Purchasing Manager
smorianti@cityofnovi.org



CITY OF NOVI
UNDERGROUND STORAGE TANK SUMP REPLACEMENT PROJECT
INSTRUCTIONS TO BIDDERS

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

IMPORTANT DATES

Bid Issue Date	July 18, 2012
Mandatory Pre-bid Meeting	Wednesday, July 25, 2012 promptly at 11:00 a.m. Field Operations Complex 26300 Lee BeGole Dr. (formerly Delwal Dr.) Novi, MI 48375
Last Date for Questions	Wednesday, August 1, 2012 by 12:00 p.m. Please submit all questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	Wednesday, August 8, 2012 by 2:00 p.m. Deliver to: City Clerk's Office 45175 W. Ten Mile Rd. Novi, MI 48375

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 person listed above. Please put the name of the bid in the subject line. If you put anything else in the subject line, your email may be deleted as spam.

TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for products/ services.

BID SUBMITTALS

An **UNBOUND COMPLETED ORIGINAL and Three (3) copies** of each bid must be submitted. No other distribution of the bids will be made by the Contractor. Bids must be signed by an official authorized to bind the Contractor to its provisions.

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 City Clerk's Office on or before the specified time and date. There will be no exceptions to this requirement. The Clerk's Department 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.

BID BOND

A Bid must be accompanied by Bid security made payable to OWNER (City of Novi) in an amount of 5% of Bidder's maximum Bid price. The required security must be in the form of a certified or bank cashier's check made payable to the City of Novi or a Bid bond by a surety licensed to conduct business in the State of Michigan and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Attorneys-in-fact who execute the Bid Security or Bid Bond on behalf of the Surety shall affix to the bond a certified copy of the power of attorney. The Bid security of the successful Bidder will be retained until the Agreement has been executed and the successful bidder has furnished the required Contract security, whereupon Bid Security will be returned. If Bidder fails to execute and deliver the Agreement and furnish the required Contract security within ten days of receipt of the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid Security of any bidder whom owner believes to have a reasonable chance of receiving the Award may be retained by the OWNER until the earlier of the seven (7) days after the effective date of the Agreement or 90 days after the bid opening. Bid Security of other Bidders will be returned within seven (7) days of the Bid Award.

GENERAL CONDITIONS

INSURANCE

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful bidder prior to commencement of work. A current certificate of insurance meeting the requirements in Schedule B of the attached Sample Agreement will be provided to the City prior to commencement of work and remain in force during the entire project 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.

The following exception shall apply to installation projects: When sales tax is charged to the successful bidder for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

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

Invoice must be mailed to: City of Novi, Attn: Finance Department, 45175 W. Ten Mile Road, Novi, MI 48375

CONTRACT TERMINATION

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

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful bidder will be prohibited from assigning, transferring, converting, or otherwise disposing of the contract agreement to any other person, company, or corporation without the expressed written consent of the City of Novi. Such approval shall not constitute a basis for privity between the City and any subcontractor. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

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.

INDEPENDENT PRICE DETERMINATION

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

(a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offerer or with any other Competitor; and

(b) No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

(c) He is the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or

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

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



CITY OF NOVI
UNDERGROUND STORAGE TANK SUMP REPLACEMENT PROJECT
SPECIFICATIONS

SCOPE OF WORK

The City of Novi fuel system is comprised of three underground storage tanks (USTs). Each tank holds 10,000 gallons of fuel (one diesel, two unleaded gasoline). The sump areas of each tank fill with ground water and to alleviate ground water infiltrating the USTs, new replacement sumps must be installed.

BASE BID WORK

The contractor shall:

- Install three new Advanced Polymer Technology Inc., or equivalent tank sumps with new entry boot fittings.
- Reuse the existing tank sump manhole covers and re-install at grade.
- Locate and use spare conduit at the tank pad area.
- Pull new wire from the tank sumps back to the VeederRoot (VR) TLS 350 for the new sump sensors (approximately 900 feet).
- Install three new VR tank sump sensors and one VR sensor card/module for the existing VR TLS 350 console.
- Repair all concrete removed from around the new tank sumps.
- Reuse existing submersible pumps, manholes, tank level probes, and electrical components.
- Remove all rubbish and debris created as a result of the work.

CONTINGENT WORK

The contractor may need to:

- Dewater sub-surface areas of the work.
- Notify the authorized City representative immediately if contaminated soils/liquids are discovered during the project. If environmental testing and/or remediation are necessary, it may be handled as a separate procurement.

PERMITS

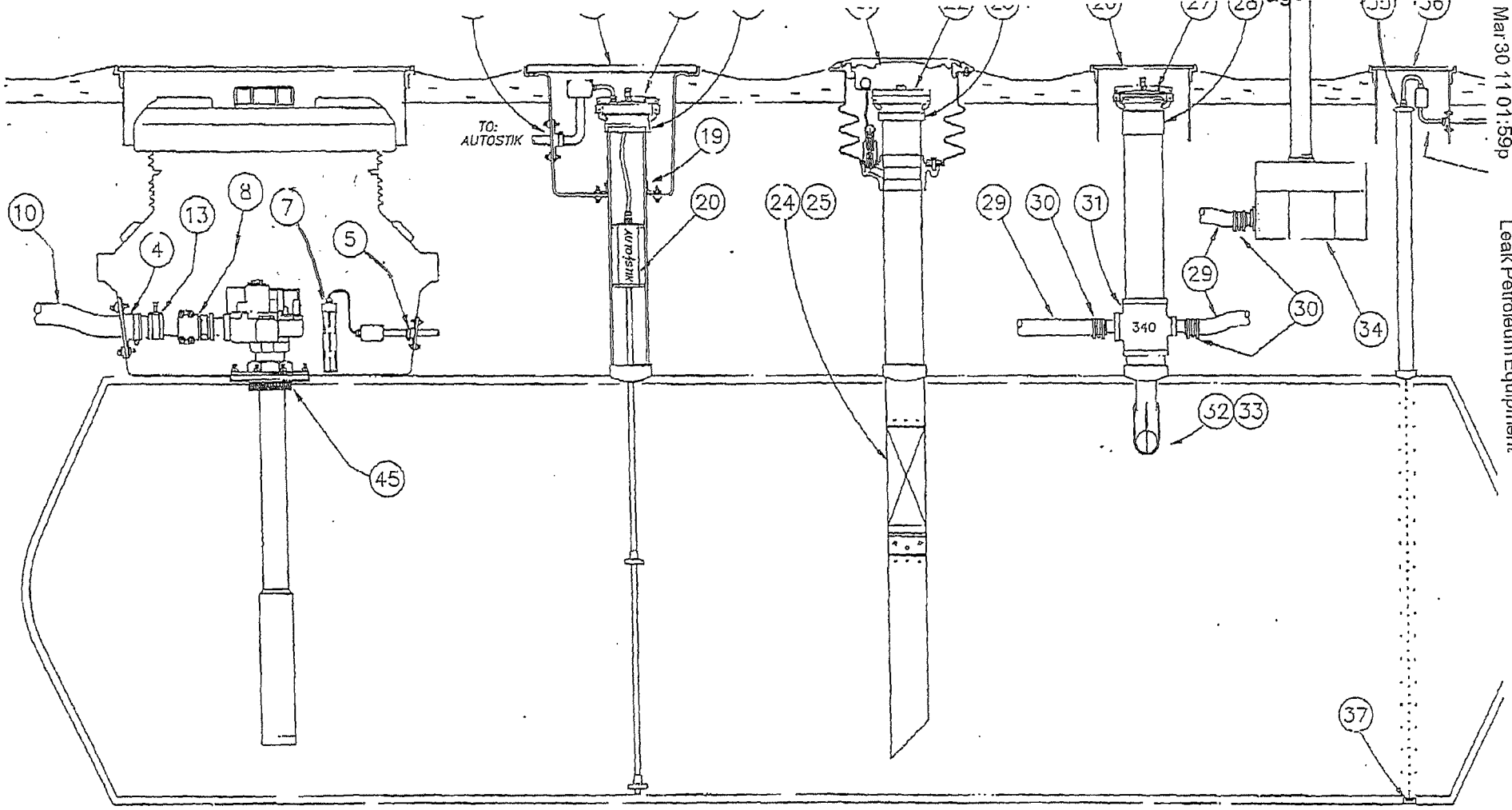
If required by state law, permits must be obtained by the contractor. City permits may be required, however fees for City permits will be waived.

DAMAGES

The City will not be liable for damage to property due to the Contractor's negligence. The Contractor will be responsible for repairing any damage to any area within or outside of the work limits.

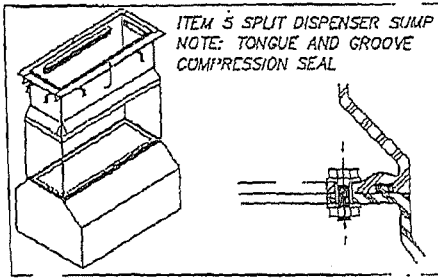
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Leak Petroleum Equipment



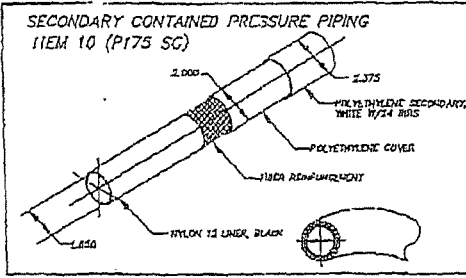
617-669-1257

p.2

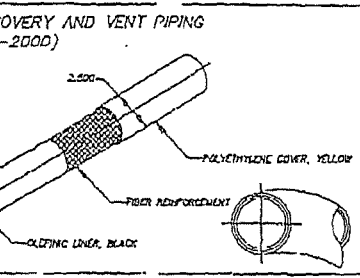


ITEM 5 SPLIT DISPENSER SUMP
NOTE: TONGUE AND GROOVE COMPRESSION SEAL

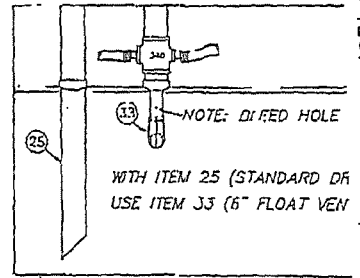
* 3" MODEL OF 308 USE WITH AUTOLIMITER ONLY
** 6" MODEL OF 308 NOT FOR USE WITH AUTOLIMITER
NOTE: BG = BELOW GRADE, CL = GRADE LEVEL



SECONDARY CONTAINED PRESSURE PIPING
ITEM 10 (P175 SG)



VAPOR RECOVERY AND VENT PIPING
ITEM 29 (V-2000)



NOTE: DI FRED HOLE
WITH ITEM 25 (STANDARD OR
USE ITEM J3 (6\"/>



PROPRIETARY
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FILED APT-EBW-DC
DATE 7/12/04
REV. 02/21/03
REV. 01/21/03
SCALE
NOT TO SCALE

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CITY OF NOVI
UNDERGROUND STORAGE TANK SUMP REPLACEMENT PROJECT
ADDENDUM #1

INTENT: This addendum has been issued to modify and/or interpret the original specifications for the bid/RFP named above. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

RESPONSE: The Contractor shall verify receipt of this Addendum on the Bid Form.

CONTENTS: Included in this Addendum is one (1) page of written addenda description plus eight (8) pages of photographs, plus one (1) page consisting of the pre-bid meeting sign-in sheet.

CLARIFICATIONS:

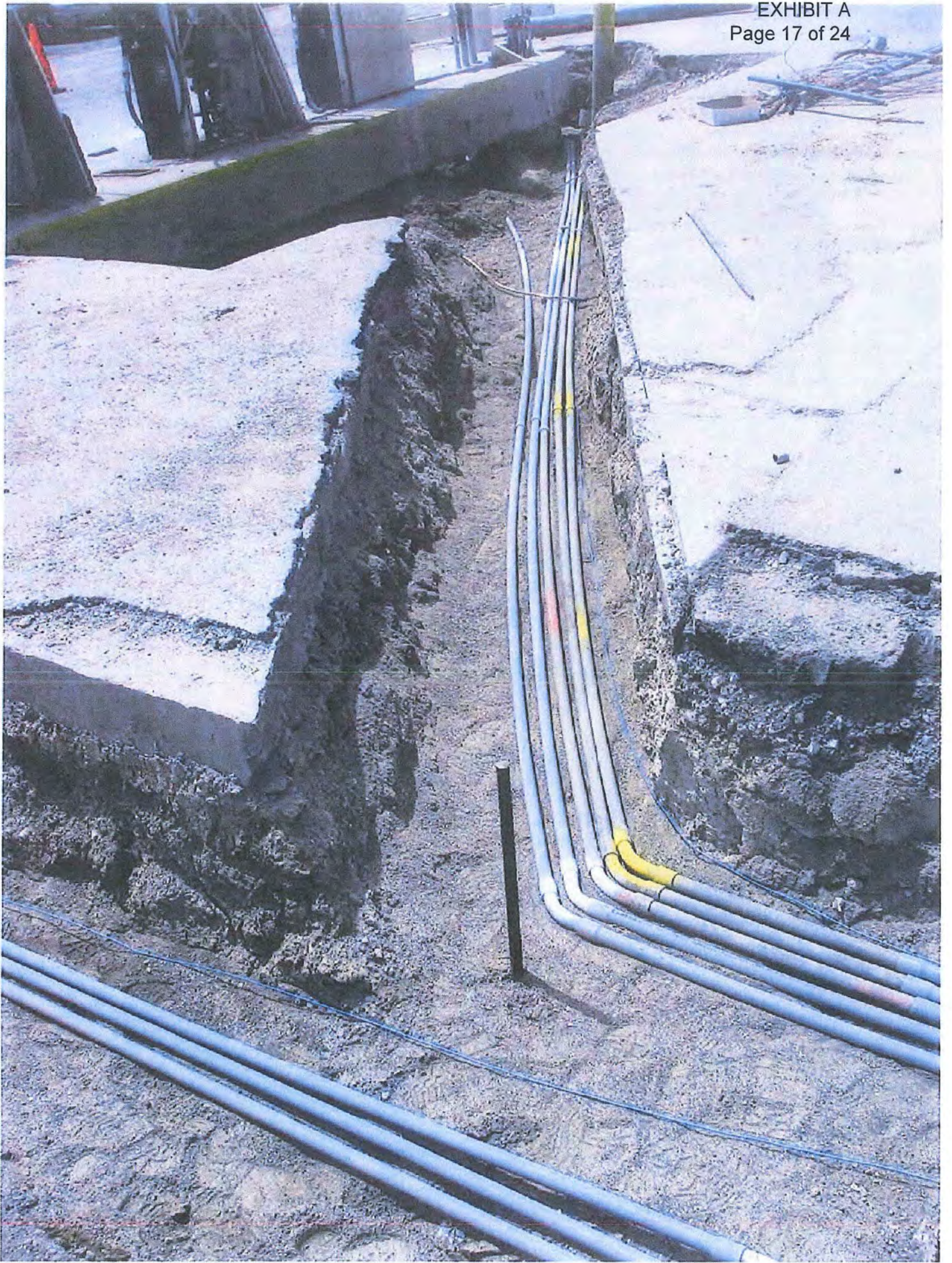
1. Base Bid Project includes three (3) interstitial sensors to the existing Veeder Root TLS 350. Included this cost in your lump sum price for the project.
2. Photos showing location of spare conduit near the tank pad are included with this addendum.
3. Sign-in sheet for mandatory pre-bid meeting included.

Sue Morianti
Purchasing Manager

Notice dated: July 26, 2012



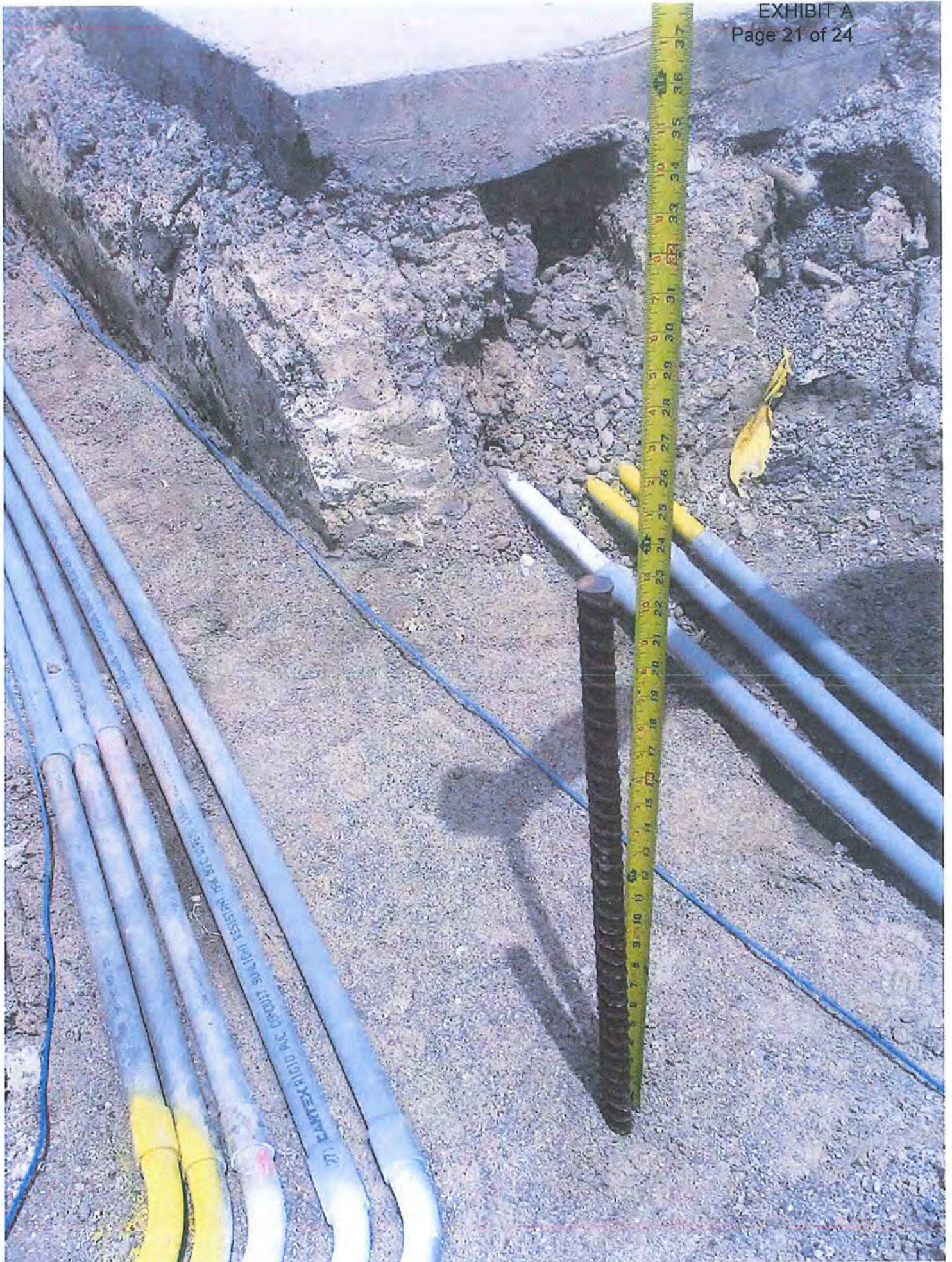














CITY OF NOVI

SIGN-IN SHEET FOR MANDATORY PRE-BID MEETING FOR
UST SUMP REPLACEMENTS

Company Name	Address	Representative name	Phone Number
Phoenix Environmental, Inc.	11042 Hi Tech Dr Whitmore Lake, MI	Tom Hker	(234) 449-1266
RW MECKER CO	12502 Globe Street Livonia MI	BILL TRUAX	(734) 549-0600
Matzak	59187 North Ave Ray Twp. MI 48096	Nicole Smith	770-7022 (586) 749-5400
OWL	10100 Dixie Highway Clarkston MI 48348	John Piosunek	248-620-0070



CITY OF NOVI
UNDERGROUND STORAGE TANK SUMP REPLACEMENT PROJECT

ADDENDUM #2

INTENT: This addendum has been issued to modify and/or interpret the original specifications for the bid/RFP named above. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

RESPONSE: The Contractor shall verify receipt of this Addendum on the Bid Form.

CONTENTS: Included in this Addendum is one (1) page of written addenda description.

QUESTIONS:

1. Is the spare conduit large enough to fit the three sump sensors conductors and the three interstitial conductors?

Answer: Yes, bid is based on pulling wires through the existing conduits.

2. Where is the interstitial access on the existing tanks?

Answer: We are not sure but we think on the north end of the tanks.

3. Will concrete have to be removed and replaced in order for interstitial risers installations?

Answer: Yes

4. Is it possible that there is an observation well near the tank areas for this project and any kind of log for depths to ground water or soil borings from any previous construction/install for this site that might tell us more about the project– i.e. why the sumps are leaking possibly?

Answer: No, there is no observation well near the tank areas. We do not have any information regarding ground water depths nor do we have any soil borings from any previous construction.

5. If the ground water is high at the time of install or after , then the sumps being utilized will fail eventually again. It might be worth considering something more substantial like fiberglass sumps?

Answer: You may submit a Voluntary Alternate for fiberglass sumps.

Sue Morianti
Purchasing Manager

Notice dated: August 1, 2012