



# CITY of NOVI CITY COUNCIL

**Agenda Item D**  
**April 22, 2013**

**SUBJECT:** Approval to award a contract for the installation of a fuel island canopy at the Field Services Complex to Oscar W. Larson Company, the low bidder, in the amount of \$42,336.

**SUBMITTING DEPARTMENT:** Department of Public Services *RH*

**CITY MANAGER APPROVAL:** *[Signature]*

<b>EXPENDITURE REQUIRED</b>	<b>\$42,336</b>
<b>AMOUNT BUDGETED</b>	<b>\$40,000</b>
<b>APPROPRIATION REQUIRED</b>	<b>\$2,336 (to be included in 4<sup>th</sup> Qtr. Budget Amendment)</b>
<b>LINE ITEM NUMBER</b>	<b>101-442.00-976.000 Building Improvements</b>

**BACKGROUND INFORMATION:**

City Council approved a fuel island canopy in the FY 2012-13 budget to cover the fuel island at the Field Services Complex (FSC). The island is comprised of one diesel and two regular unleaded pump dispensers.

The biggest reason for installing a canopy over the FSC fuel island is to protect the investment of the fuel island itself. Each of the three 28 year old pumps at the FSC fuel island has been rebuilt in the last 3-4 years at a cost of approximately \$450 each. Replacing a complete pump dispenser costs approximately \$5,000 to \$7,000. The fuel canopy will help protect the existing pumps and extend their useful lives for at least another 5 to 10 years (standard useful life of a pump is 20 to 30 years).

The canopy will also provide shelter to the City's public safety and public services personnel. The shelter would help minimize ice and snow on the ground and prevent potential slip and fall accidents.

The canopy will be supported by two columns and measure 24' feet wide, by 30' feet long and 15' feet high. Six LED lights with a photoelectric control will be incorporated into the lighting circuit to provide automated control of the canopy lights.

The attached Invitation To Bid was posted on the MITN website and, of the three firms that responded, Oscar W. Larson Co. provided the lowest responsive bid price, as summarized below:

Bidder	Total Price
<b>Oscar W. Larson</b>	<b>\$ 42,336</b>
Pranam GlobalTech	\$ 44,500
R.W. Mercer	\$ 44,972

Oscar W. Larson has done work for the City of Novi in the past, including the 2012 Underground Fuel Storage Tank Improvement project. Work is slated to be completed by the end of May 2013.

**RECOMMENDED ACTION:** Approval to award a contract for the installation of a fuel island canopy at the Field Services Complex to Oscar W. Larson Company, the low bidder, in the amount of \$42,336.

	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>				

## CONTRACT

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, 45175 W. Ten Mile, Novi, Michigan 48375 "City", **and** 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 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 the sum of \$42,336.10, 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 on account of the performance of its work under this Contract. Consistent with this liability, the Contractor agrees to defend, pay on behalf of, and hold harmless the City, its agents, and others working on its behalf against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the City by

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

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

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

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

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

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

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

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

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

Contractor: James C. Lintol, Executive Vice President , 10100 Dixie Highway,  
Clarkston, MI. 48348

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

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: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

By: Robert J. Gatt  
Its: Mayor

\_\_\_\_\_

By: Maryanne Cornelius  
Its: Clerk

CONTRACTOR

\_\_\_\_\_

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

\_\_\_\_\_

By: James C. Lintol,  
Its: Executive Vice President

**CITY OF NOVI**  
**Fuel Island Canopy - Bid Tabulation**  
**April 10, 2013 - 11am**

<b>Company</b>	<b>Lump Sum Amount</b>	<b>Acknowledged Addenda (1&amp;2)</b>	<b>Days to Complete</b>
<b>Oscar W. Larson</b>	\$42,336.10	1 & 2 Yes	14 - 21 Days
<b>Pranam GlobalTech</b>	\$44,500.00	1 Yes, 2 No	90 days
<b>R.W. Mercer</b>	\$44,972.00	1 & 2 Yes	6 weeks





Sample photo of typical fuel island canopy at night

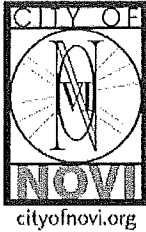


Sample photo of typical fuel island canopy during daylight



Existing Fuel Island





**CITY OF NOVI**  
**CONTRACTOR QUALIFICATIONS QUESTIONNAIRE**  
**FUEL ISLAND CANOPY**

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

Name of Firm Oscar W. Larson Company  
Address: 10100 Dixie Highway  
City, State Zip Clarkston, MI 48348  
Telephone (248) 620-0070 x6135 Fax (248) 620-0071  
Mobile (810) 343-3299  
Agent's Name (please print) James C. Lintol  
Agent's Title Executive Vice President  
Email Address: jlintol@larsonco.com  
Website www.larsonco.com

1. Organizational structure: Corporation, Partnership, etc. Corporation
2. Firm established: 1946 Years in business: 67
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?  
No  Yes  Reason: \_\_\_\_\_
4. Under what other or former names has your organization operated?  
N/A
5. How many full time employees? 208 Part time? 6
6. Are you able to provide insurance coverage as required by this bid? Yes
7. How many years' experience do you have constructing fuel island canopies?  
Over 50 years
8. List the scope of services (type of work) you are able to perform.  
Petroleum Equipment Sales/Service/Installation, UST & AST Tank Services/Testing/Sales/Removals/Installations, Piping Replacements, Electronics, Tank Monitoring Equipment Sales/Service, General Contracting, Excavation, Demolition, Building Maintenance, Site Development & Disposals, Remodeling, Reimaging, Painting, Decaling, Mechanical, HVAC, Electrical, Generators, Energy Services, Dispenser Repairs, Building Automation, & Pipe Fitting.
9. List any professional licenses/certifications you/your employees have obtained that would be applicable to this contract.

State of Michigan: Mechanical Contractors License No. 7112151, Electrical Contractors License

No. 6108871, HVAC Contractor License No. 7114109, Residential Builders License No. 2101088275

State of Ohio: Electrical Contractors License No. 35998

State of Indiana: General Contractors License No. C8030900

10. Provide a list of employees and sub-contractors to be assigned to this contract. Include name, title, license number, years of experience, full/part time, experience and qualifications.

An employee list will be provided once Oscar W. Larson Company has been notified as successful bidder. We have over 40 employees in the construction department, any foreman on site will have a minimum of 15 years leadership experience and all are full time.

The canopy company will be the only subcontractor and their name is Fashion Canopy Inc.

They have been in business over 40 years.

11. **References:** Provide at least three (3) references for projects comparable in scope to this bid. Several references from municipalities would be desirable.

Company L'Anse Creuse Schools

Address 24400 F.V. Pankow Blvd., Clinton Twp, MI 48036

Phone (586) 783-6550 Contact name Tom Aretikis

Company Tyrone Party Store

Address 9485 Center Road, Fenton, MI 48430

Phone (810) 577-5530 Contact name Bill Wood

Company Marathon Flint Oil Company

Address 1919 S. Dort Highway, Flint, MI 48503

Phone (810) 234-6670 Contact name Chris Roeser

12. Claims & Suits: Does your firm have any litigation pending or outstanding against your organization or its officers? If yes, please provide details.  
No  Yes \_\_\_\_\_

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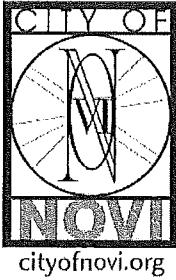
13. Provide any additional information you would like to include which may not be included within this Questionnaire. You may attach additional sheets.

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

Signature of Authorized Company Representative: James C. Lintol

Representative's Name (please print) James C. Lintol, Executive Vice President

Date April 9, 2013



**CITY OF NOVI  
BID FORM  
FUEL ISLAND CANOPY**

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

**A. Fuel Canopy, furnish & install** \$ 42,336.10 Lump Sum

**Days required to complete project after receipt of award** 14 to 21 Days

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

Any disposal of contaminated soil or groundwater.

Any shoring due to unstable soil conditions.

Any unforeseen underground structures or electrical when new canopy footings are installed.

**COMMENTS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**We acknowledge receipt of the following Addenda:** 1 & 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 x6142 Fax (248) 620-0071

Representative's Name (please print) James C. Lintol

Representative's Title Executive Vice President

Representative's Signature 

E-mail jlintol@larsonco.com

Date April 9, 2013

**CITY OF NOVI  
FUEL ISLAND CANOPY**

**Please return this page with your bid form**

If your company is awarded the item(s) referenced in the bid proposal, other governmental entities may wish to use this contract and will issue a purchase order or contract for the item(s) awarded in the bid proposal following minimum order/contract requirements set forth in the bid documents. Each entity will provide their own purchase order and delivery location(s) and must be invoiced separately to the address indicated on their purchase order.

**1. EXTENSION OF AWARD TO THE MITN (MICHIGAN INTER-GOVERNMENTAL TRADE NETWORK) PURCHASING COOPERATIVE: OPTIONAL**

Numerous Counties, Cities, Townships, and Authorities of the State of Michigan are members of the MITN (Michigan Inter-governmental Trade Network) Purchasing Cooperative. Other associate entities are also members of the Cooperative in the Tri-County area. Please visit [www.mitn.info](http://www.mitn.info) website to view the entire list of participating agencies.

( ) If an award is made to \_\_\_\_\_, it is agreed that the contract will be extended to other MITN Purchasing Cooperative members and associate entities under the same prices, terms, and conditions.


( X ) Our company is **NOT** interested in extending the contract to those MITN members listed on the website.

**2. EXTENSION OF AWARD TO THE NOVI COMMUNITY SCHOOL DISTRICT, CITY OF NORTHVILLE, NORTHVILLE COMMUNITY SCHOOL DISTRICT, AND THE WALLED LAKE CONSOLIDATED SCHOOLS: OPTIONAL**

The City of Novi is working with the Novi Community School District, City of Northville, Northville Community School District and the Walled Lake Consolidated Schools to discover opportunities to optimize procurement services.

( ) If an award is made to \_\_\_\_\_, it is agreed that the contract will be extended to Novi Community School District, City of Northville, Northville Community School District and the Walled Lake Consolidated Schools under the same prices, terms, and conditions.

( X ) Our company is **NOT** interested in extending the contract to Novi Community School District, City of Northville, Northville Community School District and the Walled Lake Consolidated Schools under the same prices, terms, and conditions.

Contractor Signature:   
Company Name: Oscar W. Larson Company  
Date: April 9, 2013