



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM



Date: July 11, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kurt Bovensiepe, Public Works Director
Dennis Trantham, Facilities and Grounds Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: Oakland County Purchasing Cooperative Contract – Ventilation System Replacement – Department of Public Works Streets Equipment Garage, Water/Sewer Garage, and Fleet Garage

History

The Department of Public Works was constructed in two phases. In 1975 the original section included the Fleet garage and the Water/Sewer garage. In 1984 a 14,500 square foot addition was added on the north side of the building to serve as the Streets Equipment Garage. When the garage facilities were constructed, adequate ventilation systems were designed, installed and in compliance with the existing code.

The Facilities Condition Assessment and Analysis identified the existing ventilation system in all three garages had reached the end of life and needed to be replaced. These systems do not function as they were designed and are also no longer in compliance with the building code. Troy City Council approved a contract with OHM to perform the design and engineering for a replacement ventilation system (Resolution #2021-01-015-J-5). The project was initially put out to bid in June of 2021. The bids that were received were significantly over budget. At that time City Management decided to postpone the project until additional funds could be allotted during the normal budget process.

Purchasing

- Pricing for the Department of Public Works Ventilation System Replacement has been secured from *Limbach Inc. of Pontiac, MI* through the Oakland County Cooperative Contract #005013 for an estimated cost of \$682,200 as detailed in the attached proposal.
- City Council authorized participation in the Cooperative Purchasing Programs on November 8, 2021 (Resolution #2021-11-160)

Financial

Funds are budgeted and available for the Ventilation System Replacement in the following Capital Fund Accounts for the 2023 fiscal year:

	<u>Capital Fund Account</u>	<u>Amount</u>
Streets	401.447.479.7975.900	\$161,000
Sewer	590.527.535.7975.900	\$96,200
Motor Pool	661.549.565.7975.900	\$425,000



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Recommendation

City Management recommends the bid process be waived and a contract be awarded to *Limbach Inc. of Pontiac, MI* for the ventilation system replacement in the Department of Public Works, Streets Equipment Garage, Water/Sewer Garage, and Fleet Garage for an estimated cost of \$682,200.00 not to exceed budgetary limitations, as detailed in the attached proposal and per the Oakland County Purchasing Cooperative Contract #005013.



June 14, 2022

City of Troy
Dennis Trantham
500 West Big Beaver
Troy MI 48084

SUBJECT: City of Troy DPW Ventilation Upgrades – Updated Pricing

Limbach Co. is pleased to provide you with a proposal to furnish and install Ventilation Upgrades for the above-referenced project, in accordance with the plans and specifications, and addendum #1:

Scope of Work

1. Provide Labor, Material, Equipment, and Supervision to perform the following:
2. Complete demolition and disposal of as shown on the drawings.
3. Furnish and Install 3 Make up Air Units per schedule.
4. Furnish and Install 8 Exhaust Fans per schedule.
5. Furnish and Install 2 Gravity Intake Hood
6. Furnish and Install 10 Hose Reels
7. Furnish and install new duct system.
8. Furnish and install grilles, registers, and diffusers.
9. Furnish and Install new gas piping welded above 2"
10. Coordinate with Consumer Energy for new meter arrangement.
11. Furnish and install temperature controls as shown.
12. Furnish and Install electrical Work as shown.
13. Furnish and install concrete work as shown.
14. Furnish and Install Steel framing as needed for roof opening.
15. Furnish and Install roofing as needed for new curbs and roof opening from approved roofing Contractor.
16. Furnish and Install Insulation on the new ductwork as required.
17. Test, check, and start for proper operations.
18. Provide Air balancing.
19. Provide As-Built drawings for the scope of work.
20. 1- year craftsmanship warranty.
21. Sales Tax

926 FEATHERSTONE ROAD
PONTIAC, MI 48342

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Qualifications

1. All work is to be performed during normal business hours of Monday - Friday 7:00 am to 3:30 pm (except holidays), unless specifically noted in scope of work.
2. The crane set up location will be in a mutually agreed upon location and will have adequate space in the parking lot for the crane to set up for the lift. Limbach will block off the lift area with caution cones/tape to keep pedestrians safe.
3. During crane lift, the 2-floors below swing area on roof will have staff cleared for safety. Lifts will be prescheduled in advance.
4. Limbach will arrive at the site and field measure all the required piping that will be needed. Limbach will then prefab as much of the piping as possible in our shop and later deliver to the site to be installed utilizing a crane. This will help minimize system downtime onsite.
5. We are to be furnished with accessible and adequate access to the building during the installation including a location for storage of our materials and tools.
6. It is assumed that all existing equipment, controls, piping, isolation valves, ductwork, and other systems are in proper working condition and do not require repair, replacement or rehabilitation.
7. This proposal is based on The Limbach Company industry standard material and methods which meet or exceed state and local codes.
8. Sheet metal fabrication will be per Limbach Company shop standards, which meet or exceed SMACNA and Michigan standards.
9. We require, without cost to us for service or energy, temporary electrical power for lighting, welding, tool, and construction equipment operations at reasonable locations, as required for the performance of our work.
10. Although we include cleanup and removal of debris from our work, we exclude sweeping, vacuuming, dusting, washing, window cleaning, etc.
11. We require adequate time to rough-in material and equipment prior to construction of ceiling grids, ceilings, or walls.
12. This proposal is based on mutually agreed upon terms and conditions between the prime contractor and Limbach.
13. All labor to be accomplished with Union personnel.
14. The attached General Conditions of Proposal is integral with this proposal.
15. **The pricing is per Oakland County Contract 005013.**
16. This proposal is valid for thirty (30) days.

Exclusions

1. Premium time labor.
2. Project Contingency
3. New controls/life safety controls and integration into BAS (if applicable).
4. Other repairs needed that are found on existing system during the installation.

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5. Work not clearly indicated on plans.
6. Temporary HVAC.
7. Any required excavating.
8. Any required fire alarm/fire sprinkler system work.
9. Disable or bypass of smoke detection systems during construction activities.
10. Testing/removal of asbestos and any other hazardous materials.
11. Liquidated damages.

Pricing

As proposed, we are pleased to quote:

Total cost for above scope of work.....\$682,200.00

Cost Breakdown

Area A - Street Maintenance	\$161,000
Area B - Fleet Maintenance	\$425,000
Area C - Water Garage	\$96,200

Respectfully submitted,

LIMBACH COMPANY

Kyle Maurer
Account Manager

Approved by:

Signature

Date

Print Name

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Scope of Work:

The Work to be performed by Limbach Company LLC ("Limbach") under this Proposal is as stated in the Scope of Work section. Any Work not specifically identified in this Proposal's Scope of Work section is not included. Acceptance of a contract by Limbach based on this Proposal is contingent upon a satisfactory final review of the scope of work and mutual agreement upon reasonable contract language consistent with these General Terms and Conditions.

Progress Payments and Retention:

Progress payments will be made to Limbach for Work performed in job set up, Work installed, and for equipment and materials suitably stored at the site or off-site. Limbach will submit progress billings monthly for Work completed through the end of that month. Payment shall be made to Limbach on the 25th day of the following month, less retention. Retention will be no more than 10% on the completed work until completion of 50% of the Work and will be reduced to a lump sum amount no greater than 2% of the contract value upon substantial completion of the work.

Construction Schedule:

Limbach and Customer agree that all Work required for the Project, including that of all other contractors and subcontractors, shall be performed in accordance with a mutually agreed upon precedent schedule of construction activities prepared in advance of their commencement.

Limbach shall provide, for incorporation into such schedule, a detailed schedule of its activities, their relationship to other activities, and their access requirements and durations. The schedule shall be based upon the commencement, milestone and completion dates stated in this Proposal.

Guarantees:

Limbach shall repair or replace any of the Work performed by Limbach or its subcontractors which is proven to be defective in quality of material or workmanship within one (1) year from the date of beneficial use by the Customer, or from the date of acceptance, whichever is the earlier, provided Limbach has been given prompt, written notice of any such defects. It is the intent of this warranty period to include one (1) full heating and cooling season.

As to all equipment within the Scope of Work of this Proposal, Limbach shall use its best good faith efforts to obtain guarantees from manufacturers or vendors. Limbach shall pass on for the benefit of the Customer or Owner all said guarantees. Further, Limbach agrees to act on behalf of the Customer or Owner for purposes of enforcing such guarantees in lieu of any additional guarantee on the part of Limbach with respect to equipment furnished by third party manufacturers or vendors.

Builder's Risk Insurance:

Limbach shall be named as an insured under a policy of Builder's Risk Insurance, including extended coverage, without cost to Limbach.

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Indemnification:

Limbach agrees to indemnify Customer from and against any and all claims, losses or liabilities for personal injuries or property damages, as well as costs and expenses incurred in the defense thereof, including attorney's fees, caused directly by Limbach's negligence in the performance of the Work under this Proposal.

Limitation of Liability:

Under no circumstances, whether arising in contract, tort, or otherwise, shall Limbach be responsible for loss of use, loss of profits, or any special, indirect or consequential damages sustained by the Customer, Owner or others.

Limbach's liability for any assessment of liquidated damages shall be limited to the extent that such assessment is allowed under the Prime Contract (the contract between the Owner and the Customer) and shall be limited to the extent caused by the acts or omissions of Limbach.

Excusable Delay:

Limbach shall be entitled to an extension of contract time in the event the Work or any part thereof is delayed by any cause beyond Limbach's reasonable control. Such causes include, but are not limited to, acts of God or public enemy, compliance with any order, decree or request of any governmental authority, acts of declared or undeclared war, sabotage, fire, floods, adverse weather conditions, explosions, accidents, riots, strikes, labor disputes, or any other cause not within the reasonable control of Limbach.

Hazardous Substances:

Limbach's obligations do not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, Limbach's sole obligation will be to notify Customer of the existence of such products and materials. Limbach will have the right thereafter to suspend its Work until such products or materials and the resultant hazards are removed. The time for completion of the Work will be extended to the extent caused by such a suspension and the Contract Price will be equitably adjusted.

Material Price Escalation:

Due to current market conditions, Limbach reserves the right to increase the amount of this Proposal and any resulting Contract for increases in the costs of obtaining the material and equipment used in the performance of the Work. Upon Limbach's written change order request, Customer shall issue and execute a change order increasing the Contract Price in an amount that reflects the increase in cost of the material and equipment from the date of this Proposal that is incurred by Subcontractor for the performance of the work.

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