



cityofnovi.org

CITY of NOVI CITY COUNCIL

**Agenda Item F
December 21, 2009**

SUBJECT: Approval to award the Generator Preventative Maintenance and Repair Contract to DAC Technologies, the lowest qualified bidder, in the estimated amount of \$15,715 (annually).

SUBMITTING DEPARTMENT: Facility Operations

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

This contract is for maintenance and emergency services on all City generators (total 17). The contract period is for one year, with two renewal options in 1-year increments, based on satisfactory performance, at the same prices, terms and conditions of the original contract.

We received 9 bids in response to the Invitation to Bid. A review team (Benny McCusker, Chris Quick, Sue Morianti, and Lynn Norman) evaluated the bids and believe that DAC Technologies, the lowest qualified bidder, will best serve the City's needs. Reference checks were very favorable.

RECOMMENDED ACTION: Approval to award the Generator Preventative Maintenance and Repair Contract to DAC Technologies, the lowest qualified bidder, in the estimated amount of \$15,715 (annually).

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Crawford				
Council Member Fischer				

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

CITY OF NOVI
GENERATOR PREVENTIVE MAINTENANCE/REPAIR CONTRACT
 November 17, 2009



	AEG (a)	Wolverine (b)	DAC	American	Gen Power	PM Technologies	Cummins	Alpine	AIS
Per Inspection Total	1,580	2,550	2,100	3,060	2,550	3,145	6,233	9,555	5,610
Per Oil/Filter Change Total	6,756	5,212	2,990	8,436	9,570	8,690	11,150	10,670	19,010
Coolant Flush	-	-	4,875		-	-	-	-	-
Load Test M -F	1,190	4,440	5,750	6,563	6,400	6,800	8,835	9,675	10,740
TOTAL*	9,526	12,202	15,715	18,059	18,520	18,635	26,218	29,900	35,360
Add for load test Sat for CC & PD	40	Add \$500 (CC only)	200	0	700	300	560	470	670
Notes:		Total price does not include load test for Civic Center. No price provided for M-F test. No Sat load test price provided for Police Dept.							
Service/Repair									
Hourly Rate (M-F, 8-5pm)	70.00	89.00	75.00	70.00	95.00	92.00	100.00	95.00	75.00
Hourly Rate (M-F, after 5)	90.00	133.50	85.00	90.00	142.50	115.00	150.00	145.00	112.50
Hourly Rate (Sat, Sun)	90.00	178.00	85.00	120.00	190.00	115.00	150.00	142.00	150.00
Hourly Rate (Holiday)	90.00	178.00	105.00	120.00	190.00	115.00	200.00	142.00	150.00
Emergency Call Per hour/per call									
Hourly Rate (M-F, 8-5pm)	70.00	89.00	75.00	70.00	95.00	92.00	100.00	95.00	99.00
Hourly Rate (M-F, after 5)	90.00	133.50	85.00	90.00	142.50	115.00	150.00	142.00	150.00
Hourly Rate (Sat, Sun)	90.00	178.00	85.00	120.00	190.00	250.00	150.00	175.00	175.00
Hourly Rate (Holiday)	90.00	178.00	105.00	120.00	190.00	250.00	200.00	175.00	175.00
Parts - % markup over contractors cost	15%	20%	20%	20%	10%	10%	25%	12%	20%



* Total includes load tests M-F only

(a) Non-responsive bidder (did not provide all required information)

(b) Non-responsive bidder (bid unsigned, did not provide all required information)



CITY OF NOVI

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

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

Name of Firm DAC Technologies Inc.
Address: 53635 Grand River Ave
City, State Zip New Hudson MI 48165
Telephone 248-437-1444 Fax 248-437-4423
Mobile 248-535-5129
Agent's Name (please print) Tracy M Paluch
Agent's Title President
Email Address: dac-technologies@yahoo.com
Website www.dactechnologies.com

1. Organizational structure: Corporation, Partnership, etc. S Corporation
2. Firm established: 2003
3. How many full time employees? 5 Part time? 3
4. Do you have 24-hour emergency service? Yes
5. 24-hour/7-day Emergency Telephone Number 248-437-1444
6. Provide your procedure for handling night and weekend calls. Automated system receives call, Dispatch's call to on call Tech. Tech returns customers call and proceeds to site.
7. What is your typical response time, from time of call to arrival on site? 1 hr
8. Can you meet our emergency response requirement? Yes If not, what is the time frame for your response? _____
9. Address of your local facility See Above
10. Distance of facility from the Novi Civic Center 7 miles
11. Are you able to provide insurance coverage as required by this bid? Yes
12. List the scope of services (type of work) you are able to perform.
Generator and Transfer Switch Sales, Service and Emergency Rental Equipment. Also sales and service of outdoor power equipment.

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

Factory Training Courses and Certificates.

14. Provide a list of mobile service technicians, 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.

Tracy M Paluch Master Tech. 24 years on call
Mark D Ruiz Opps. Manager / Tech. 15 years on call
Don Hylkeal Service Tech. 15 years on call
Paul Rentsch Service Tech. Engine's 25 years on call

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

All necessary equipment and Tool to perform
all necessary work and repairs.

16. Do you own a rental fleet of generators? Yes If yes, how many? 10

17. Do you have rental cables? Yes

18. Are you able to install an emergency rental generator? Yes

19. Are you capable of servicing & repairing automatic transfer switches? Yes If so, please list & describe brands All major Brands

20. Do you stock spare parts for emergency services? Yes

21. What is your estimated delivery time for non-stocked items? 1-5 Business Days

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

Verizon Wireless Mike Wangs Yearly contract 300-1500kw
Auburn Hills Dan Brusson 3 year contract 30-400kw

Sterling Hts. Gary Shemahorn 3 year Contract 20-800kw
Rochester Hills Steve Spangstedt 3 year Contract 20-400kw
Wayne City Tom McDonald 3 year Contract 20-250kw

23. References: Provide at least five (5) current references that are comparable in scope to this bid. Several references from municipalities would be desirable.

See Above Question # 22

24. 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: Tracy M. Perdue

Representative's Name (please print) Tracy M. Perdue

Date 11/16/2009



cityofnovi.org

CITY OF NOVI
PROPOSAL FORM

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 according to the attached terms and conditions.

GENERATOR PREVENTIVE MAINTENANCE/ REPAIR CONTRACT

A. PREVENTIVE MAINTENANCE

Location	Cost for Inspection	Cost for inspection with oil & filter change	Cost for Load Test (at time indicated in specs)
Civic Center	\$ 150 ⁰⁰	\$ 250 ⁰⁰	M-F \$ 400 ⁰⁰ Sat \$ 500 ⁰⁰
Police Dept.	\$ 150 ⁰⁰	\$ 200 ⁰⁰	M-F \$ 350 ⁰⁰ Sat \$ 450 ⁰⁰
Dept. of Public Services	\$ 150 ⁰⁰	\$ 200 ⁰⁰	\$ 350 ⁰⁰
Fire Station #1	\$ 112 ⁵⁰	\$ 150 ⁰⁰	\$ 300 ⁰⁰
Fire Station #2	\$ 112 ⁵⁰	\$ 150 ⁰⁰	\$ 300 ⁰⁰
Fire Station #3	\$ 112 ⁵⁰	\$ 150 ⁰⁰	\$ 300 ⁰⁰
Fire Station #4	\$ 112 ⁵⁰	\$ 150 ⁰⁰	\$ 300 ⁰⁰
Lift Station #1	\$ 112 ⁵⁰	\$ 150 ⁰⁰	\$ 350 ⁰⁰
Lift Station # 6	\$ 112 ⁵⁰	\$ 150 ⁰⁰	\$ 300 ⁰⁰
Lift Station #7	\$ 112 ⁵⁰	\$ 150 ⁰⁰	\$ 300 ⁰⁰
Lift Station #8	\$ 112 ⁵⁰	\$ 185 ⁰⁰	\$ 300 ⁰⁰
Lift Station #10	\$ 112 ⁵⁰	\$ 185 ⁰⁰	\$ 350 ⁰⁰
Lift Station #12	\$ 112 ⁵⁰	\$ 185 ⁰⁰	\$ 350 ⁰⁰
Lift Station #13	\$ 112 ⁵⁰	\$ 185 ⁰⁰	\$ 350 ⁰⁰

A. PREVENTIVE MAINTENANCE (continued)

Location	Cost for inspection	Cost for inspection with oil & filter change	Cost for Load Test (at time indicated in specs)
Lift Station #19	\$ 112 ⁰⁰	\$ 150 ⁰⁰	\$ 350 ⁰⁰
West Park Booster Station	\$ 150 ⁰⁰	\$ 200 ⁰⁰	\$ 400 ⁰⁰
Island Lake Booster Station #1	\$ 150 ⁰⁰	\$ 200 ⁰⁰	\$ 400 ⁰⁰
TOTAL	\$ 2,100 ⁰⁰	\$ 2,990 ⁰⁰	\$ 5,750 ⁰⁰ / 5,950 ⁰⁰

Coolant Flush all sites Total = \$ 4875⁰⁰
 as indicated in specs.

B. SPECIAL SERVICE/REPAIR

Hourly Rate (Normal Hours M-F 8:00 am-5:00 pm) \$ 75⁰⁰
 Hourly Rate (Premium Time M-F after 5:00 pm) \$ 85⁰⁰
 Hourly Rate (Saturday, Sunday & Holidays) \$ 85⁰⁰ Sat Sun / 105⁰⁰ Holidays

C. EMERGENCY SERVICE HOURLY RATES

Emergency Hourly Rate (Weekday, 8 am -5 pm) \$ 75⁰⁰
 Emergency Hourly Rate (Weekday, 5pm - 8 am) \$ 85⁰⁰
 Emergency Hourly Rate (Weekends/Holidays) \$ 85⁰⁰ Sat Sun / 105⁰⁰ Holidays
 2 Hr minimum Charge
 Per Call

D. SPECIAL SERVICE/REPAIR/EMERGENCY MATERIALS COST

Materials cost (Percent of mark-up over contractors cost, contractor to supply copy of original invoice) 20 %

Terms & Conditions:

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

We acknowledge receipt of the following Addendums: NONE

Comments/Exceptions (any exceptions to specifications must be noted here. Please attach additional sheet if necessary) Load bank Testing By resistive Load Bank.

Coolant Flush as indicated in specs
Total cost for all sites: Total \$4,875⁰⁰

Agent's Signature *Greg M. Palch*

Date 11/16/2009



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

**GENERATOR PREVENTIVE MAINTENANCE/
REPAIR CONTRACT**

The City of Novi will receive sealed bids for Generator Preventive Maintenance/Repair Contract according to the specifications of the City of Novi.

Sealed bids will be received until **2:00 P.M.** prevailing Eastern Time, **Tuesday, November 17, 2009** at which time bids will be opened and read. Bids shall be addressed and delivered as follows:

**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. **ENVELOPES MUST BE PLAINLY MARKED**

"GENERATOR PREVENTIVE MAINTENANCE/REPAIR CONTRACT"

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; 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
smorianti@cityofnovi.org

Notice Dated: October 28, 2009



CITY OF NOVI
GENERATOR PREVENTIVE MAINTENANCE/
REPAIR CONTRACT

INSTRUCTIONS TO BIDDERS

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

IMPORTANT DATES

Bid Issue Date	October 28, 2009
Last Date for Questions	November 10, 2009 by 12:00 PM Please submit all questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	Tuesday, November 17, 2009 by 2:00 P.M.

BID SUBMITTALS

An 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 Invitation to Bid (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. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

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, comparable projects, price 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.

SUBMISSION OF BID

Bids must be submitted in a sealed envelope. Outside of mailing envelope must be labeled with name of contractor and name of bid. Failure to do so may in a premature opening or failure to open such proposal.

To be considered, sealed bids must arrive at the specified location, on or before the specified time and date. There will be no exceptions to this requirement. 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. Telegraphic, facsimile, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected bids.

Bids must be clearly prepared and legible and must be signed by an Officer of the submitting Company on the enclosed form. Bids must show unit and total prices if requested. ANY CHANGES MADE ON BID FORMS MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.

All bids will remain valid for One Hundred and Twenty (120) days from due date and cannot be withdrawn during this period.

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

No proposal 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.

Any exceptions to the bid specification must be noted on the bid form or attached to the bid form as an additional sheet. Exceptions noted anywhere else will not be considered by the City.

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. Unless otherwise specified, the City reserves the right to accept an item in the bids. Bidders may submit bids or group of items, provided however that the unit prices are shown as required. 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.

FREIGHT CHARGES

All bid prices are to be F.O.B. destination. (Freight charges must be included in pricing provided and not separated out as a separate item.)

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.

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. Contractor may terminate this contract upon thirty days (30) days written notice to the City.

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.



cityofnovi.org

CITY OF NOVI

GENERATOR PREVENTIVE MAINTENANCE/ REPAIR CONTRACT

SPECIFICATIONS

The City of Novi is seeking proposals for a Generator Maintenance and Repair contract for all stationary generators located at City facilities and all lift station generators and associated equipment. The qualified contractor will be responsible to provide all labor, materials, and equipment for generator maintenance/repair.

SCOPE OF CONTRACT

This contract shall be an inspection contract to include two (2) inspection visits with one (1) oil and filter change per year. One (1) 2-hour load test is to be conducted as specified below. After each inspection, a written report (for each generator inspection) will be provided to the City of Novi detailing the inspection AND any required service. All services are to be performed per the equipment manufacturer's instruction manuals.

TYPE OF CONTRACT

The contract period will be for one (1) year. Upon mutual consent of the City of Novi and the successful bidder, the contract may be renewed two (2) times in one (1) year increments at the same prices, terms, and conditions of the original contract.

GENERAL REQUIREMENTS

- All generator service, repair, and maintenance shall be scheduled through the contact person for that location. Contact information will be provided to the successful bidder.
- Contractor's employees shall wear uniforms bearing the company name whenever at the job site.
- Contractor's vehicle shall bear company name/logo whenever the Contractor is on the job site.
- Contractor's personnel sent to service City generators shall carry identification confirming that they are bona fide employees of the contractor and not subcontractors. Use of subcontractors without written consent of the City is cause for termination of the contract.

INSPECTIONS/PREVENTIVE MAINTENANCE

The following preventive maintenance will be performed two (2) times per year (February and August):

1. Inspections/adjustments/service as required: belts, engine heater operation, fuel, oil, coolant leaks, air intakes and outlets, silencer, cooling hoses, battery charger operation and charge rate, check battery electrolyte levels and specify gravity, emergency system operation without load transfer, frequency check/governor adjustment, transfer switch and accessory operation, engine alternator charge rate, engine and generator, gauge

and indicator operation, generator set controller operation including shutdown functions and emergency stop and generator output voltage and adjust as required.

2. Service/replace air cleaner (as needed), replace fuel filter (as needed), check coolant level and fill if necessary, test and adjust anti-freeze and drain exhaust line.

The following services will be performed one (1) time per year

1. Oil and filter change, anti-freeze flush and oil sample analysis. Copy of analysis will be provided with written report.

After each inspection, the City will receive a written report detailing any condition found. A separate report is to be done for each generator inspected or serviced. In addition, a written quote for any noted repairs will be provided. Any work required will be done at the sole discretion of the City. Any work required that is not outlined herein will be referred to as "Special Services/Repair" on the pricing sheet and will be done after it is approved by the City. In all instances where the service is over \$1,000, the contractor will not proceed until they have received a signed purchase order.

LOAD TESTS

Load tests are to be "trailer carbon pile".

Load tests at Civic Center and Police Department are to be performed annually, after business hours or Saturday and scheduled with a minimum of 10 working days advanced notice.

Fire Stations #1-4 are to be performed annually, between Monday - Friday, 8 am - 5 pm, with a minimum 10 working days notice.

Load Tests at the Department of Public Services, Lift Stations, and Booster Stations are to be performed bi-annually (once every two years), between Monday - Friday, 7:30 am - 4 p.m., with a minimum of 10 working days advanced notice.

EMERGENCY SERVICE

In the event of a power outage and generator failure, the awarded Contractor must be capable of having someone on-site within 60 minutes of emergency notification. An emergency phone number for this purpose shall be included on Qualifications Questionnaire. The contractor shall have an established 24-hour service AND emergency stand-by provisions to ensure immediate service within 60 minutes. In the event service is not provided within 1 hour of call-in, the City reserves the right to call a service organization of its choice. City staff shall determine what constitutes an emergency.

BILLING REQUIREMENTS

1. Contractor must provide a written estimate/quote for all service/repair work. Quote will include estimated work hours, hourly charges and parts estimates.
2. There will be no charge for Contractor to come to City site to evaluate a job and for estimate/quotes.
3. Travel to and from the job site shall not incur any additional charges, including travel time, mileage, or fuel charges.

4. In all instances, if the requested service/repair exceeds \$1,000.00, the contractor must obtain a signed purchase order from the City before the work can be performed.
5. There will be no charge to the City for removal of old parts, debris, or hazardous waste disposal.
6. Each inspection requires a completed service or job order to be signed by the authorized City staff member or their designee and a copy of this work order provided to them.
7. Each repair/service requires a completed service or job order indicating hours worked and materials used. The order must be signed by authorized City staff and a copy of the order must be provided to this staff member.
8. Work must be invoiced and accompanied by a completed Contractor's service order and copies of material invoices from Contractor's suppliers to provide verification of actual cost of parts.
9. Invoices are to clearly state date and location where work was performed, hours worked, hourly charge, cost of any parts, and reference the service job order.

PERMITS

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

TRANSFER OF CONTRACT/SUBCONTRACTING

This agreement is not transferable or assignable. Direct employees of the Contractor shall perform all work. To ensure accountability, no subcontractors will be allowed without prior written approval from the City. Such approval shall not constitute a basis for privity between the City and any subcontractor. The Contractor agrees to indemnify the City from and against any claims initiated pursuant to any subcontract the Contractor enters into in the performance of this Contract.

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 Attachment A is to be provided to the City and remain in force during the entire contract period.

CURRENT GENERATOR LOCATIONS

Location	Address	Generator Manufacturer	Model/Serial Number
Civic Center	45175 W. Ten Mile Rd.	Kohler (350 kW)	Model: 350REOZV Serial: 0787551
Police Dept.	45125 W. Ten Mile Rd.	Kohler	Model: 180RZJ Serial: RG6081A038607
Dept. of Public Service	26300 Delwal	Cummins (150 kW)	Model: DGFA-5551508 Serial: B020332066
Fire Station #1	42975 Grand River Ave.	Kohler (50 kW)	Model: 50RZGB Serial: 0788401
Fire Station #2	1919 Paramount	Cummins (35 kW)	Model: GGFD-5007740 Serial: A020322976
Fire Station #3	42785 Nine Mile	Cummins (35 kW)	Model: GGFD-5007740 Serial: A020322975
Fire Station #4	49375 Ten Mile Rd.	Cummins	Model: GGHH-5570441 Serial: J020426503
Lift Station #1 (Wixom Rd)	25694 Wixom Rd. (N. of Albatross)	Generac Series Natural Gas (80 kW/480V)	Model: 1592580100 Serial: 2063113
Lift Station #6 (Country Place)	20926 E. Glenhaven Cir (Court C)	Cummins Natural Gas 35KW	Model: GGFD-5854713 Serial: 0070042679
Lift Station #7 (Hilton)	21303 Haggerty (N. of 8 Mile)	Cummins Natural Gas 60KW at 60HZ	Model: 5.7L
Lift Station #8 (Stonehenge)	23660 Meeting Hall Ln. (Stonehenge Condos)	Cummins Natural Gas 18KW	Model: GGFD-5854713 Serial: 0070043811
Lift Station #10 (Hudson)	26670 Meadowbrook (N. of I-96)	Generac Diesel (150 kW)	Model: 94A02050 Serial: 2012671
Lift Station #12 (Liberty Park)	44798 W. 12 Mile (W. of Dixon)	Generac 2000 Series Diesel (150kW/480V)	Model: 3094540100 Serial: 2071852
Lift Station #13 (West Oaks)	26915 Sheraton (at Donelson)	Cummins Diesel (150kW/480V)	Model: DGFA-5636364 Serial: K030573032
Lift Station #19 (Lanny's)	26401 Beck Road.	Katolight Diesel 100kW	Model: 0100FRJ4T3 Serial: 144379-0807
West Park Booster Station	27852 West Park Drive	Generac Series 2000 Diesel (250kW/480V)	Model: 20a0112-8 Serial: 2055696
Island Lake Booster Station #1	26003 Wixom Rd.	Generac 2000 Series Diesel, (250kW/480V)	Model: 20A0112-8 Serial: 2055696

CONTRACT FOR _____

THIS CONTRACT FOR SERVICES AND MATERIALS ("Contract"), dated _____ is by and between the **City of Novi**, a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi Michigan, 48375 (hereinafter referred to as "Client"), and _____ whose address is _____ (hereinafter referred to as "Contractor").

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Contractor shall provide the services and materials described on and in Schedule A (the "Work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Term of Agreement.

Performance of this Contract shall commence on _____ and end on _____. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments at the same prices, terms, and conditions of the original contract.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount for services and materials as specifically set forth in the completed Proposal attached which are part of the attached Schedule A. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. The Client agrees to pay Contractor amounts due within thirty (30) days of receipt of an itemized billing/invoice from Contractor detailing all materials provided and work performed in connection with the billing and the hours and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A, unless specifically identified in Schedule A as reimbursable expenses and such expenses have been approved by the Client or its designee. Contractor will obtain written approval of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

- A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days notice in writing of such termination.
2. For convenience: The Client may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The Client shall pay all reasonable costs incurred by the Client up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.
- B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

Article V: Independent Contractor/Vendor Relationship.

- A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor and/or vendor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

- B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

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

Article VII: Information.

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

Article VIII: General Provisions.

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- B. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.

- D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Dispute Resolution/Arbitration. The parties agree that any disputes regarding a claimed violation of this agreement shall first be submitted in writing to the other party in an attempt to settle the matter before pursuing other legal actions or notices provided for in this agreement. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response from the other party, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary. The aforementioned initial written communications between the parties also shall indicate whether the party is willing to submit the dispute to binding arbitration, non-binding mediation or other form of alternate dispute resolution, and share equally the costs for same. Upon the parties agreeing to any such method of dispute resolution and a timetable for doing so, pursuit of other legal actions shall be deferred until the process has been completed. In any binding arbitration, the arbitrator shall provide a written statement of the reasons and basis for an award or decision, a judgment of the Oakland County Circuit Court may be entered based on the arbitration award or decision, and each party shall be responsible for their own costs and attorney fees.
- F. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client (and by extension for the Township should the work be accepted and implemented by the Township) and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.
- G. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:
- Client: City Manager Clay J. Pearson and City Clerk Maryanne Cornelius
Contractor: _____
- H. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.
- I. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- J. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.
- K. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

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

WITNESS:

City of Novi ("Client"):

By: _____
David B. Landry
Mayor

By: _____
Maryanne Cornelius
City Clerk

WITNESS:

Contractor _____

By: _____
Representative Name
Title

1275476.3

SCHEDULE B

A. Insurance Requirements

The vendor will not commence work, nor will the City of Novi sign a contract, until vendor has obtained and delivered to the City of Novi the certificate of insurance required under this contract. All insurance carriers must be acceptable to the City of Novi and licensed and admitted to do business in the State of Michigan.

A new certificate of insurance will be provided to the City of Novi at the time of policy renewal any time during the entire length of the contract.

1. Coverage: The Vendor 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. Deductibles: The Vendor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
3. Insured: All policies shall name the Vendor as the insured.
4. Cancellation Notice: All policies shall include the following language: “Should any of the above policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named on this certificate”.
5. Additional Insured: All policies include the following language “The City of Novi, their officers, agents, employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are added as additional insured.” Certificates of Insurance evidencing such coverage shall be submitted to Sue Morianti, City of Novi, 45175 W. Ten Mile Rd., Novi, MI 48375 prior to commencement of performance under this Contract and at least 15 days prior to the expiration dates of expiring policies.

6. If any work is sublet in connection with this Contract, the Vendor 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 Vendor 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 of Novi has the authority to vary from the specified limits as deemed necessary.
9. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City of Novi render inadequate insurance limits, the Vendor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Vendor'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.
10. Hold harmless/Indemnity
 - a. The Vendor agrees to save harmless and defend the City of Novi against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the City of Novi may suffer as a result of claims, demands, costs, or judgments against it arising from , out of or in consequence of the performance of this agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, it's officers, agents, or employees.
 - b. The Vendor agrees that is it its responsibility and not the responsibility of the City of Novi to safeguard the property and materials used in performing this contract. Further, the Vendor agrees to hold the City of Novi harmless for any loss of such property and materials used pursuant to the Vendors performance under this contract.
 - c. The Vendor shall not discriminate against any employee, or applicant for employment who is qualified to perform the work required in the execution of this contract because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Vendor 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.