

CITY of NOVI CITY COUNCIL

**Agenda Item K
September 13, 2010**

SUBJECT: Approval to award a construction contract for the Fuerst Park Lighting project (along Ten Mile from the existing library lighting to Taft Road), to MAS Electrical Services Inc., the low bidder, in the amount of \$29,345.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *RH*
 Department of Parks, Recreation and Cultural Services *BTC*

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$29,345
AMOUNT BUDGETED	\$323,000 (Fuerst Park Phase II)
LINE ITEM NUMBER	208-691.00-974.050

BACKGROUND INFORMATION:

This project includes installation of six (6) light poles along the Ten Mile Road frontage of Fuerst Park as well as all associated electric work, conduit installation and restoration. The new lighting will connect to and will match the existing light poles recently installed along Ten Mile Road in front of the Novi Public Library.

Five (5) bids were received and opened on September 1, 2010 following a public bid solicitation period. The lowest bidder is MAS Electrical Services Inc. in the amount of \$29,345 and includes the base bid of \$27,000 for the installation of the six light poles as well as a voluntary alternate bid of \$2,345 to install duplex receptacle outlets at each light pole. MAS Electrical Services' bid is recommended as being in the best interest of the City as it is responsive (i.e., MAS Electrical Services has complied with all requirements of the bidding instructions) and it is the lowest price. A summary of the five (5) bids is as follows:

Contractor	Bid Amount
MAS Electrical Services (Including Voluntary Alternate)	\$29,345**
Corby Energy Services	\$30,700
Great Lakes Power & Lighting	\$34,000
Rauhorn Electric	\$35,308
Metropolitan Power & Lighting	\$39,939

**Bid includes a voluntary alternate of \$2,345 to install duplex receptacle outlets at each light pole.

The approved project budget is \$323,000 for Fuerst Park Phase 2 which includes this project, as well as internal lighting within Fuerst Park, additional irrigation of the park, and park amenities. The latter components of the project are scheduled for completion in summer 2011.

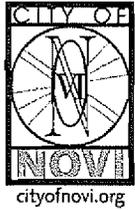
MAS Electrical Services Inc. is currently working on the expansion/renovation of the City of Farmington Hills City Hall Building which includes outdoor lighting. Staff contacted the references provided by the contractor including the City of Farmington Hills. All references reported MAS Electrical Services Inc. was punctual, had competitive prices and was easy to work with. Therefore, staff recommends award of the construction project in the amount of \$29,345 to MAS Electrical Services Inc.

Construction is scheduled to begin in September 2010 and completion is anticipated by December 2010, which includes 10 to 12 weeks of lead time for order and delivery of the light poles.

RECOMMENDED ACTION: Approval to award a construction contract for the Fuerst Park Lighting project (Ten Mile and Taft Roads), to MAS Electrical Services Inc., the low bidder, in the amount of \$29,345.

	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
Fuerst Park Lighting Bid Tab
September 1, 2010 11:00 a.m.

Company	Lump Sum	Complete Project by	Comments
MAS Electrical Services	27,000	12/1/10	Fixture lead time is 10-12 weeks from date of order. Completion projections is based on fixture lead time/
Corby Energy Services	30,700	10/29/10	Holophane street light pole lead time is 10-12 weeks. Completion date dependent upon delivery.
Great Lakes Power & Lighting	34,000	12/1/10	
Rauhorn Electric	35,308	12/31/10	
Metropolitan Power & Lighting	39,939.39	10/29/10	



CITY OF NOVI
BID FORM

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:

FUERST PARK LIGHTING

A. Furst Park Lighting Lump Sum \$ 27,000.00

We can complete the project by December 1, 2010.

We acknowledge receipt of the following Addenda: _____
[please indicate numbers]

We are able to provide a Maintenance Bond with the required language:
Yes X No _____

Exceptions to specifications (all exceptions must be indicated here):

Comments: Fixture lead time is 10-12 weeks
from date of order. Completion projection
is based on fixture lead time.

References: Please provide at least three recent client (3) references for which you have provided similar scope of work.

Company Hitachi Automotive Products USA
Address 34500 Grand River, Farmington Hills, MI
Phone 248-388-8485 Contact name Tom Brienek
Project Description: Multiple projects over the past 20 years

Company NGK Spark Plugs
Address 46929 Magellan Drive, Wyom, MI
Phone 248-514-4420 Contact name Don Hustley
Project Description: Multiple projects over past 12 years

Company City of Farmington Hills
Address 31555 W. Eleven Mile, Farmington Hills, MI
Phone 248-871-2500 Contact name Steve Brock
Project Description: New city hall expansion/renovation including extensive site work

Company (Legal Registration) MAS Electrical Services, Inc.

Address 32940 Capitol

City Livonia State MI Zip 48150

Telephone 734-425-0950 Fax 734-425-0943

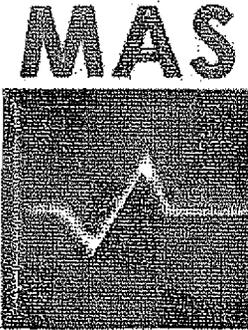
Representative's Name (please print) Michael Struble

Representative's Title President

Representative's Signature 

E-mail Mike.Struble@MASElectricalServices.com

Date 9-1-10



ELECTRICAL SERVICES INC.
LICENSED ELECTRICAL CONTRACTOR

MAS Electrical Services, Inc. 32940 Capital Ave. • Livonia, Michigan 48150
Ph: 734-425-0950 • Fax: 734-425-0943
www.maselectricalservices.com

ESTIMATE

Date: September 1, 2010
To: City Of Novi
Attn: Sue Morianti
Location: Fuerst Park lighting
Estimate #: 901107

DESCRIPTION

Provide all equipment, labor and material necessary for the complete installation of underground electrical wiring for new lighting as follows:

- Secure electrical permit and coordinate inspections. (Permit fees to be paid by City of Novi)
- Contact MISS DIG for site utility marking.
- Inspect area for utilities, sprinklers and other marked and unmarked hazards.
- Install new 1" conduit from existing library lighting location to each of six new light pole locations.
- Extend 3 #10 THHN conductors from existing light location to new lights.
- Auger holes and pour concrete bases for six pole lights.
- Provide and install six new light pole assemblies.
- Test / verify wiring and operation.
- Repair damaged sprinkler lines.
- Restore disrupted areas and apply grass seed.
- Clean up and remove all associated debris from site.

Notes / Exclusions:

Permit fees are not included in our cost.

If additional wiring from building to existing library light pole location or new light poles is required additional charges will apply.

Total Cost: \$27,000.00

Add duplex receptacles including additional wiring, devices and covers at each pole.

Add Cost: \$2,345.00

Estimate Prepared By: Mike Struble



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

FUERST PARK LIGHTING

The City of Novi will receive sealed bids for **FUERST PARK LIGHTING** according to the specifications of the City of Novi.

Sealed bids will be received until **11:00 A.M.** prevailing Eastern Time, **Wednesday, September 1, 2010** 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.
ENVELOPES MUST BE PLAINLY MARKED

"FUERST PARK LIGHTING"

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: August 16, 2010

NOTICE TO BIDDERS:

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



CITY OF NOVI
FUERST PARK LIGHTING
SPECIFICATIONS

BACKGROUND

The City of Novi Department of Public Services is requesting lump sum bids to extend lighting along the Ten Mile Road frontage of the City of Novi's Fuerst Park. The successful bidder shall have prior experience with similarly scoped projects, particularly those involving municipal park lighting.

SCOPE

A brief scope of the project includes the following items:

1. All labor, equipment and materials needed for the installation and energizing of six (6) "shepherd hook" light poles per the plan and specification sheets provided. Work includes, but is not limited to, foundations, posts, luminaires, conduit, and conductors. A City electrical permit will be required and is the responsibility of the contractor to obtain. All fees associated with the City permit will be waived.
2. All labor, equipment and materials needed for restoration of any disturbance related to installation of the lighting. This includes any pavement repairs that may be associated with construction and re-establishing mowable grass in the disturbed areas caused by the work. Turf reestablishment includes the placement of topsoil, seed and mulch. It is the contractor's responsibility to fully restore all disturbed areas to pre-work conditions at a minimum.

SPECIFICATIONS

The proposed lighting will tie into the existing lighting system along the Novi Library frontage as shown on the attached plan. All measurements listed below are approximate. The accepted bid shall encompass all labor, equipment and materials required to complete the scope listed above. All work shall comply with applicable building and electrical codes adopted by the City of Novi, as well as the City of Novi Code of Ordinances.

1. The foundations of all light poles shall be installed a minimum of 3-feet from the existing sidewalk. All poles shall be spaced roughly 80-feet from center of pole to center of pole as shown on the attached sketch. It is the contractor's responsibility to field measure the actual spacing of existing poles and use this dimension to layout proposed poles.
2. As a condition of the electrical permit, the contractor shall submit a bill of materials to be incorporated into the work. If there are any questions on the City Electrical Code, you may contact the City Electrical Inspector/Plan Reviewer Steve Losacco at 248-347-0415.
3. Additional light pole and foundation specifications and details are attached.

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.

MAINTENANCE AND GUARANTEE BOND

The successful bidder shall be required to furnish a Maintenance and Guarantee Bond, equal to 100% of the **final** contract sum, for a period of one (1) year from the date of City Council acceptance of Final Payment and balancing Change Order, to keep in good order and repair any defect in all the work done under this contract, either by the principal or his subcontractors. Bond shall be provided within 15 days of award of contract.

A sample of the bond with the City's **required language** is included in these Bid documents. We recommend that you check with your surety to be sure you can provide the bonds with this language before you submit your bid.

FREIGHT CHARGES

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

PERMITS

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

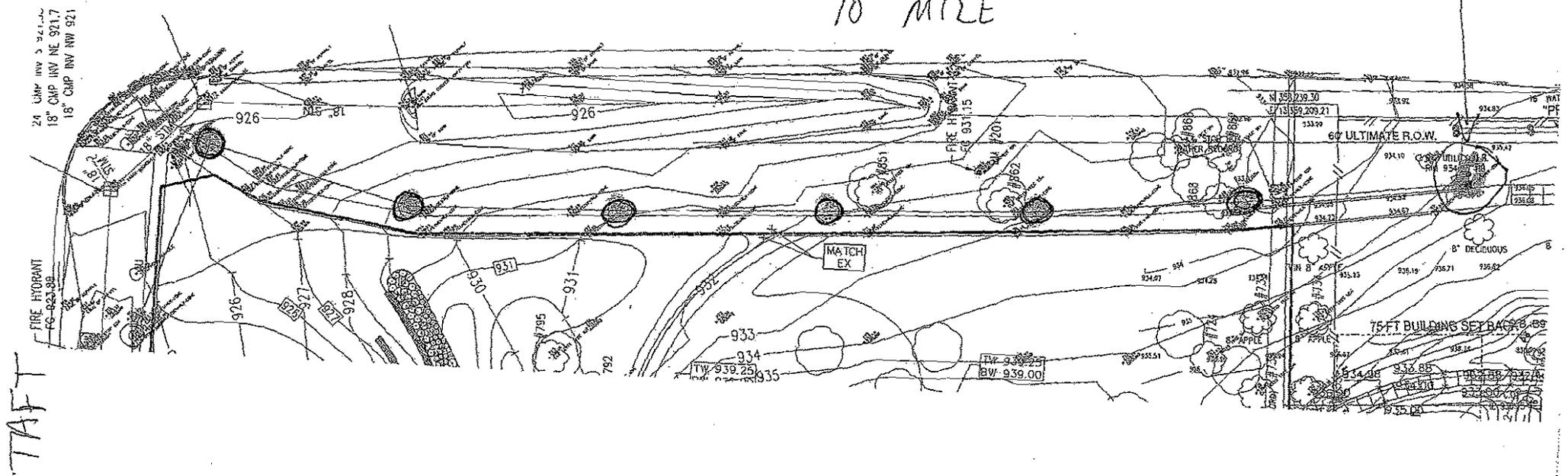
ANTICIPATED SCHEDULE

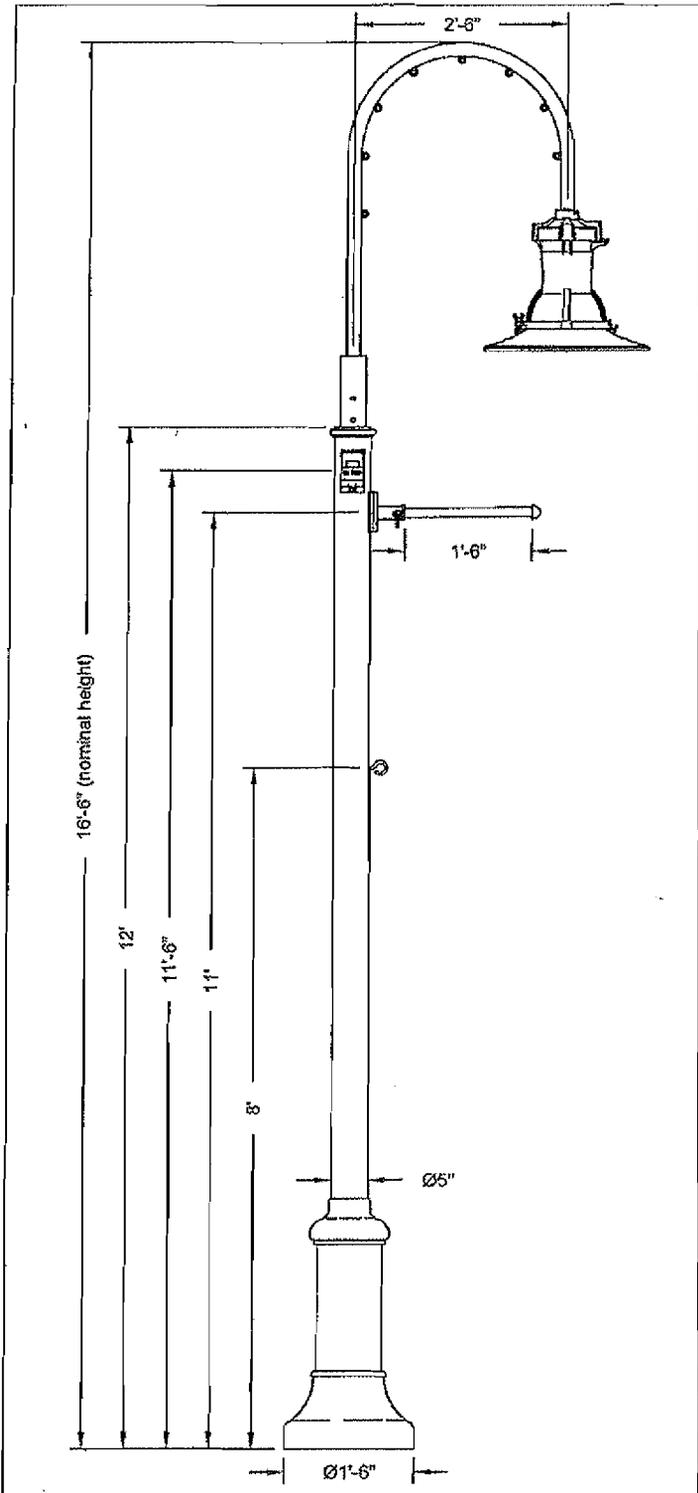
Council Award Date	September 13, 2010
Target Project Completion Date (including restoration)	October 29, 2010

EXISTING HB FIXTURE
NEW FIXTURES

TIE INTO EXISTING
LIBRARY LIGHTING.

10 MILE





Specifications

POST DESCRIPTION

The lighting post shall be all aluminum, one-piece construction, with a classic base design. The shaft shall be Ø5" smooth. The post shall be Holophane's catalog number RH12S5X18-CA/BK. A single Bishop Crook series roadway arm with tabs for banner will mount atop the post. An 18" bolt on banner arms, a bolt on eyebolt and a duplex receptacle with large while in-use weatherproof cover will mount at specified heights and orientations.

MATERIALS

The base shall be heavy wall, cast aluminum produced from certified ASTM 356.1 ingot per ASTM B-179-95a or ASTM B26-95. The straight shafts shall be extruded from aluminum, ASTM 6061 alloy, heat treated to a T6 temper. All hardware shall be tamper resistant stainless steel. Anchor bolts to be completely hot dip galvanized.

CONSTRUCTION

The shaft shall be double welded to the base casting and shipped as one piece for maximum structural integrity. The shaft shall be circumferentially welded inside the base casting at the top of the access door, and externally where the shaft exits the base. All exposed welds below 8' shall be ground smooth. All welding shall be per ANSI/AWS D1.2-90. All welders shall be certified per Section 5 of ANSI/AWS D1.2-90.

DIMENSIONS

The post shall be 12'-0" in height with an 18" diameter base. The shaft diameter shall be 5". At the top of the post, a Ø3" x 6" tall tenon with a transitional donut shall be provided for arm mounting.

INSTALLATION

The post shall be provided with four, hot dip galvanized L-type anchor bolts to be installed on an 11" diameter bolt circle. A door shall be provided in the base for anchorage and wiring access. A grounding screw shall be provided inside the base opposite the door.

FINISH

The entire assembly shall have a standard Holophane 'dark bronze' finish.

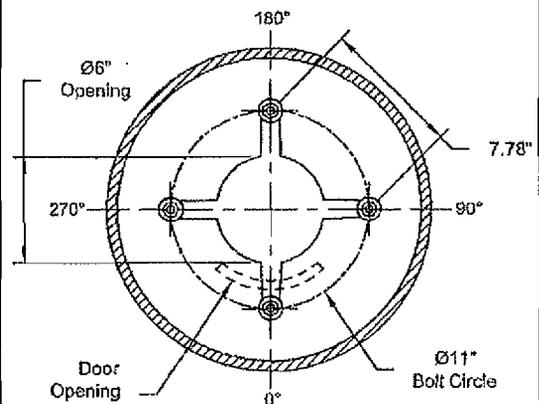
LUMINAIRE DESCRIPTION

- Esplanade Pedestrian Series Luminaire
 - 100 Watt Metal Halide (Medium), 277 Volt UL/GSA
 - Door with Asymmetric Sag Glass, Shallow Skirt
 - Painted Standard Holophane 'Bronze' Finish
- For complete specifications see Us-1591.

Accessory Mounting Detail

	Orientation	Height
FGIUL-SDBH	0°	11'-6"
BAD18H4Z	90°	11'-0"
EBBDBH	90°	8'-0"

Anchorage Detail



Catalog #'s:

(ACL-27976-01)RH12S518CADBH-T(3" x 6") - FGIUL-SDBH - 1BCSOR15J-DBH-TABS-(SPCL) - BAD18H4Z - EBBDBH - AB-31-4 - ESP10DMH2727 SS



Ella Mae Power Park
Novi, MI

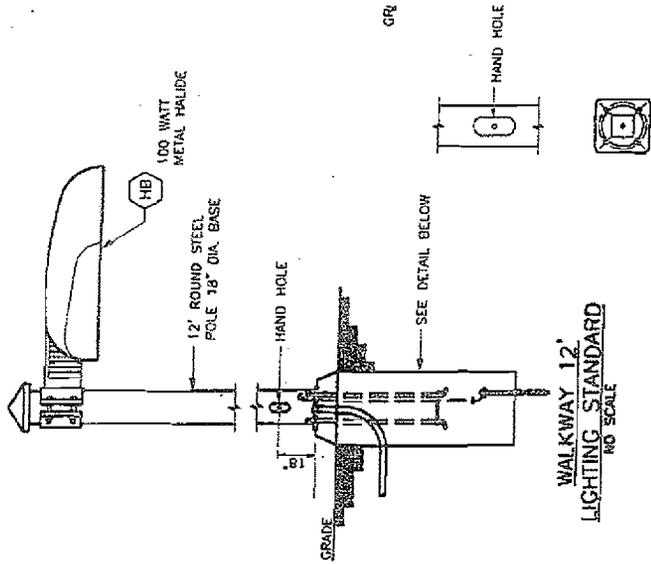
ORDER #: Q708-1943-02	TYPE: OA1	DRAWING #:
REVISION:	REVISION DATE:	TSG 004263
DRAWN: ACH	ORIGIN DATE: 09-05-08	PAGE: 2

THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE ON THE ORDER NOTED ABOVE. A UNIT OF SIMILAR DESIGN MAY BE SUPPLIED, BUT ONLY AFTER APPROVAL BY THE CUSTOMER IN WRITING. ON POLE ORDERS AN ANCHOR BOLT TEMPLATE PRINT WILL BE SUPPLIED WITH EACH ANCHOR BOLT ORDER TO MATCH THE POLE PROVIDED. THIS PRINT IS THE PROPERTY OF HOLOPHANE AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND UPON EXPRESS CONDITION THAT IT WILL NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO OUR INTERESTS, AND ONLY IN CONNECTION WITH MATERIAL PURCHASED BY HOLOPHANE.

NOTES:

1. THE ELECTRICAL INSTALLATION SHALL MEET ALL THE REQUIREMENTS AS OUTLINED IN MICHIGAN ELECTRICAL CODE INCORPORATING 2005 NATIONAL ELECTRICAL CODE. APPLICABLE STATE AND LOCAL CODES, AS WELL AS UL/OSHA/BOCA REQUIREMENTS.
2. UNDER ROADWAYS RUN MIN. 2" RGS CONDUIT IN CONCRETE ENCASMENT TO HELP PROTECT THE U.G. SERVICE FROM PHYSICAL DAMAGE THRU VEHICULAR TRAFFIC MIN. DEPTH OF THE DUCT RUN SHALL BE 12" BELOW GRADE.
3. THE ELECT CONTRACTOR SHALL VERIFY AND COORDINATE ANCHORING DETAILS WITH THE APPROVED & CERTIFIED SHOP DRAWING OF THE LIGHTING POLES.

H&B	277V	100 WATT OUTDOOR METAL HALIDE HARSH ENVIRONMENT WET LOCATION LISTED POLE MOUNTED PEDESTRAIN SERIES LTG. FIXTURES SINGLE HEAD AS SHOWN ON PLAN DWG. ALUMINUM EXTRUDED HOUSING WITH INTEGRAL THERMAL AND IMPACT TEMPERED CLEAR GLASS-MULTI-TAP CONSTANT WATTAGE AUTO-TRANSFORMER HPF BALLAST (GOOD FOR -40°F) UL APPROVED.	POLE MOUNTED	HOLOPHANE: CAT# ESP10DMH277 SS S64417 W/ RH 125518CADBH-T FGIUL SDBH 18C180R15HDBHTABSAB31-4.	WALKWAYS
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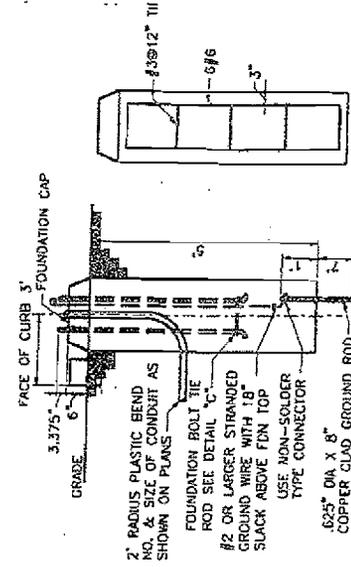


**WALKWAY 12'
LIGHTING STANDARD**
NO SCALE

BASE PLATE PLAN
NO SCALE
(SEE NOTE#3)



FOUNDATION PLAN
NO SCALE
(SEE NOTE#3)



**SECTION A-A ANCHOR
BASE SID FOUNDATION**
NO SCALE



**FOUNDATION
REINFORCEMENT PLAN**
NO SCALE

FUERST PARK LIGHTING 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", MAS Electrical Services Inc., whose address is 32940 Capital Ave., Livonia, MI 48150, "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 a maintenance and guarantee bond in a form acceptable to the City.

Time of Work. All Insurance, bond, and permit requirements shall be satisfied within 15 days, and work shall be completed within 90 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 \$ \$29,345, 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. The total amount awarded under this contract included all work and materials listed in Exhibit "A" as well as the voluntary alternate bid to add duplex receptacles including additional wiring, devices and covers to each of the six (6) proposed light poles.

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: Sue Morianti, Purchasing Manager, with a copy to Thomas R. Schultz, Secrest, Wardle, Lynch, Hampton, Truex and Morley, 30903 Northwestern Highway, Farmington Hills, MI 48333.

Contractor: name , company, address.

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.
[signatures on next page}

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: David B. Landry
Its: Mayor

Date: _____

By: Maryanne Cornelius
Its: Clerk

CONTRACTOR

Date: _____

By:
Its:



cityofnovi.org

CITY OF NOVI INSURANCE REQUIREMENTS

ATTACHMENT A

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that **such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City.**

The language in the Cancellation section should read as follows:

"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left.

3. **All policies shall name the City of Novi, its officers, agents and employees as additional insured.** Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 West Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.

5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS
Indemnity/Hold Harmless

1. The Contractor agrees to save harmless and defend the City 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 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, its officers, agents or employees.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of race, color, sex, age, or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.